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# A Compendious Library of the Law:

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Necessary for Persons of

All DEGREES and PROFESSIONS.

In TWO PARTS.

## PART I. Containing,

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| I. The Laws relating to Parish Officers, viz. Churchwardens, Overseers of the Poor, Constables, Scavengers, Surveyors of the Highways, &c. | IV. The Laws relating to Juries.  |
| II. The Laws relating to the Game.   | V. Precedents for Vestry-Clerks, Justices Clerks, &c.   |
| III. The Laws relating to Landlords, Tenants, &c.  | VI. A Summary of the Laws in Force against idle and disorderly Persons, Rogues, Vagrants, &c. |

The Second Edition with large Additions.

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In the SAVOY:

Printed by HENRY LINTOT, (Assignee of Edw. Sayer, Esq;) for J. Osborn, at the Golden Ball in Pater-Noster-Row. M DCC XLIII.

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A

# Complete Guide TO PARISH OFFICERS.

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## Of Vestries.

**T**HE word *vestry* is taken in a twofold sense, by the one is meant a meeting of all the parishioners on affairs or business relating to the parish; by the other is understood the room or place wherein they meet, being generally adjoining to or near the church; and is the place where the priest's vestment, from which it takes its name, is usually kept.

At the common law, only such as paid to the church rate, or scot and lot had a right to be of the vestry; but in large parishes, especially within the bills of mortality, it is customary to chuse a certain number of the most substantial householders, who are then called a select vestry to represent the rest of the parish, in which election, they who do not pay to the church rates have no votes. In some parishes these select vestries have been found oppressive, and for want of prescription and usage time out of mind to support them have been judged illegal and set aside.

The consent of a vestry is to be had, before the church-wardens and overseers of the poor can purchase or hire any house for lodging and keeping the poor, by *Stat. 9 Geo. 1.*

The method of calling a vestry is by giving public notice thereof, and of the occasion of calling the same, the sunday before in church after service is ended, or

at the church door; and it is usual for about half an hour before to toll one of the bells, to put the parishioners in mind of the meeting, and at such meeting the vestry clerk enters the minutes of the proceedings and all orders, &c. which are to be signed by such of the vestry as are present, who conclude all that are absent.

If any one, who has a right to be present and vote at the vestry, be disturbed in the enjoyment of that right, he may maintain an action against the disturber.

### Of Church-wardens.

*By whom and when chosen.*

Church-wardens are officers of very great antiquity; and no one, as I find, has pretended to trace out their first constitution; they are a lay corporation to take care of the goods of the church, in which they have a property for the benefit of the parishioners.

They are chosen yearly in *Easter week* by the joint consent of the minister and parishioners, unless they disagree in their choice, and then by the 89th canon the minister shall chuse one and the parishioners the other; except in some places, where by antient custom the parishioners chuse both the church-wardens, and there this canon cannot prevail; and in such case, if the arch-deacon or other ecclesiastical officer should refuse to swear them, a *mandamus* may be obtained to compel him; for the arch-deacon has nothing to do but to admit; and though the parishioners may have a right to chuse their church-wardens, yet the exercise of that right may vary in different parishes; in some a select vestry ought to chuse, and in others the whole parish: The parishioners are the proper judges of the ability of persons to serve as church-wardens, and are the only losers in case a church-warden should not prove responsible; and as it is at the peril of the parishioners, they may chuse and trust whom they think fit, and the archdeacon or other spiritual officer has no power to elect or control their election.

*Persons*

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### *Persons excused from bearing the office of church-warden.*

**T**HE following persons are excused from bearing this office, *viz.* 1. Peers of the realm. 2. Clergymen in holy orders. 3. Parliament-men, and all in the King's service in ordinary. 4. Attornies and officers of the court of Chancery, King's Bench, Common Pleas and Exchequer. 5. Physicians and surgeons in the city and suburbs of *London*. *Stat. 5 H. 8. c. 6. 32 H. 8. c. 40.* 6. Apothecaries all *England* over. *Stat. 6 W. 3. c. 4. 1 Ann. c. 11. 10 Ann. 14.* 7. Every person that has prosecuted any felon to conviction or the assignee of the ticket or certificate given to such person pursuant to the statute 10 & 11 W. 3. c. 3. *f. 33.*

If a dissenter be chosen into this office he may execute it by deputy.

If any person liable to execute this office, being chosen, shall refuse to serve, he may be cited before the ordinary, and upon contumacy in not obeying the sentence of the ecclesiastical court injoining him to take the office upon him, he may be excommunicated.

He is to continue in his office till a new one be chosen and sworn in his room. *Vide stat. 27 H. 8. c. 25.*

### *The oath of a church-warden.*

**Y**OU shall truly and faithfully execute the office of church-warden within your parish, according to the best of your skill and knowledge, and present such things and persons as to your knowledge are presentable by the ecclesiastical laws of this realm.

*So help you God.*

The church-wardens can do no legal act till they are sworn into their office.

*Of the power, authority and duty of a church-warden.*

**T**HEY have a property in the goods of the Church ; and if a Bell be hung, or a Pew be erected by any one in the church, and he afterwards removes it, the church-wardens may sue him. The church-wardens cannot dispose of the church goods without the consent of the vestry and ordinary, not even with the consent of the whole parish ; for the ordinary hath not only a right of jurisdiction over the goods of the church, but a right of trust also.

Church-wardens and parishioners are not capable to purchase land, but they may purchase goods, for they are a special corporation for that purpose. 1 *Inſt.* 3. a. *Keil.* 42.

They are to be present in the parish church on all *Sundays* and holidays to take care that all the parishioners (except protestant dissenters) duly resort to the parish church : They are not to permit any one to behave idly, indecently or irreverently in the church, nor permit any one to be covered there, except for the cause of some bodily infirmity, and in that case with a cap only : They are not to permit any man to preach, without producing a licence, they are to keep all excommunicated persons out of the church, and they are not to permit fairs or markets to be kept in the church-yard : They are to have the keys of the Belfrey, and to take care that the bells be not rung, but on good cause to be allowed of by the minister and themselves : On Sacrament days they are to provide bread and wine for the holy communion, and present such as absent themselves from it at the next visitation ; they are to take care and see that during the time of divine service and sermon, every one present behave orderly, soberly and reverently, kneeling at the prayers, standing at the belief, and bowing at the name of *Jesus* ; and that no one talk, walk, or make any noise in the church to disturb the duty there performing ; that no one depart out of the church till the service be fully ended, unless it be in case of necessity ; and for this

or



or any other irreverent behaviour, they may bring the party before a justice of peace, and make him pay 1 s. for every such offence, and also present him at the next visitation.

They are to take care that the Lord's day be observed; if any one shall expose to sale any wares, he forfeits the same, and if he shall do any worldly work or business, he forfeits 5 s. A butcher killing or selling any victuals on the Lord's day forfeits 6 s. 8 d. Any carrier, carter, wainman, carman, drover, horse-courser, waggoner, butcher, higler or their servants, travelling on the Lord's day forfeit 20 s. A Shoemaker putting boots or shoes to sale on Sunday forfeits 3 s. 4 d. besides the goods.

The church-wardens ought on the Lord's day, especially in time of divine service, to inspect and see if any persons be tippling in any alehouse, tavern or other publick house, and if they find any so tippling, they are to make them pay 3 s. 4 d. for the same, and the master of the house 10 s. for entertaining them, besides 5 s. for exercising his trade on the Lord's day; and if such tippling be in the time of divine service, then they are to make each of them pay 1 s. more, for being absent from church.

All which forfeitures the church wardens are, by a warrant from a justice of peace or other magistrate, to levy by distress and sale of the offender's goods, and apply the same for the relief of the poor of the parish in which the offence was committed; and in case no distress can be taken, the offender is to be put in the stocks.

At the end of the year the church-wardens are to account with the parson, new church-wardens and parishioners, for such money, goods, &c. as they have received for the use of the church, and by writing indented to deliver to the new church-wardens or parishioners what thereof remains in their hands; and if upon notice that new church-wardens are chosen, they shall not within a month give in their accounts, &c. they may be compelled thereto by sentence in the ecclesiastical court.



If the church-wardens be convened before the ordinary to pass their accounts, their own oath shall be a sufficient discharge for any sums not exceeding 40*s.* each, but for greater sums they must produce proper vouchers.

Although the accounts of the church-wardens be allowed by the parson, new church-wardens and parishioners, on allegation of fraud their accounts are examinable before the ordinary, but not on matters of indiscretion only.

If on passing the church-wardens accounts their disbursements appear to have exceeded their receipts, the succeeding church-wardens ought to pay them the balance.

Church-wardens, on passing their accounts, are by bill indented to deliver over the church goods to their successors.

Church-wardens, on the receipt of a Brief for collecting charity money, shall immediately after the receipt, indorse thereon the time of receiving the same with their names, and shall immediately deliver over the brief to the minister or curate, who is, on a Sunday in two months after receipt thereof, before preaching, openly to cause the same to be read, and the church-wardens are to collect the money that shall be given, and the money collected, place and time, shall be indorsed on the brief, and signed by the minister or curate and church-wardens, and the church-wardens, on request of the person undertaking to disperse the brief, shall deliver to such person the brief indorsed and the money collected, taking a receipt in some book for that purpose, on pain that every minister, curate or church-warden neglecting the matters aforesaid, shall forfeit 20*l.* And the person dispersing the brief shall in six months demand the brief and money received, and give a receipt for the same, on pain of 20*l.*

Rates for repairing the church, &c. are to be made by the church-wardens and parishioners, the majority of whom shall conclude the whole parish; but if upon public notice for that purpose, the parishioners will not attend, the church-wardens may make a rate without them.

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The chancel is to be repaired by the parson, and not by the parish, except in some particular places, as *London, Norwich, &c.*

Rates for repairing the church, &c. are chargeable upon the persons of the parishioners, in respect of the lands they hold; and therefore if a man lives in one parish, and holds lands in another, he shall be liable to the repairs of the church of that parish wherein the lands lie.

But a rate for ornaments to a church effects the person of the parishioner with respect to his personal estate, and not with regard to his lands; and he must be charged where he lives, and not where his lands lie, except in some particular places by custom.

The repairing the church and making rates for the same is subject to the jurisdiction of the ecclesiastical court.

One who occupied lands in a particular parish, tho' he did not personally dwell there, but in another parish was taxed in respect of his lands as an inhabitant towards a rate for new casting the bells.

By the common law, the parishioners of every parish are bound to repair the church; but by the canon law the parson is obliged to do it, and so it is in foreign countries: In *London* the parishioners repair both the church and the chancel, though the freehold is in the parson, for it is part of his glebe, for which he may bring an ejectment. The inhabitants of a chapelry may prescribe to be exempt from repairing the mother-church; as where it buries and christens within it self, and has never contributed to the mother-church; for in that case it shall be intended to be co-eval, and not a latter erection.

The parishioners, and not the church-wardens, ought to assess a rate for the repairs of the church.

The body of the church and the repairing it is common to all the parishioners; and for the avoiding confusion, the distribution and disposing of seats belongs to the ordinary, so no one can claim a peculiar seat without special reason. But a prescription, that *A. B.* is seised of antient houses, and that he and all whose estate he hath, have time out of mind repaired such a pew, and by reason thereof have had the sole use

of the pew, is good, though in the body of the church. *Hob. 69.*

The upper place in a seat in the church is claimable by prescription, as well as the seat it self. *Noy 78. Latch 116.*

If one and his ancestors have time out of mind repaired an isle, and sat and buried there, that makes it proper to him and his family, else sitting there does not; but the ordinary may appoint who shall sit there.

If superstitious pictures are in the church-windows, Isle, &c. they may not be broke without licence of the ordinary.

The ordinary or churchwardens cannot licence to bury there, but the parson may, as the freehold is in him.

If arms are put in a window or on a monument, the ordinary, parson or church warden, cannot break them, for they belong to the heir, and he may have an action.

If one be assaulted in the church or church-yard, he may not beat the other or draw a weapon, it being a sanctified place. *No. 104. 2 Cro. 366.*

*Ecclesia est infra etatem & in custodia Domini Regis, qui tenetur jura & hereditatem ejusdem defendere. 11 Rep. 49.*

At common law, by concurrence of the parson, patron and ordinary, churches might be united but not parishes.

The church-wardens of every parish within the bills of mortality must at the parish charge fix stop block and fire-cocks upon the pipes belonging to the water-works, and make a mark on the front of the opposite house to find them; at which house an instrument is to be kept to open the plug; and in each parish is to be kept a large engine, a hand engine, and a leather pipe, &c. under the penalty of 8*l.* to be levied by warrant from two justices, by distress and sale of the goods of the church-wardens, one moiety to the informer, and the other to the poor. *Stat. 6 Ann. c. 31.*

When a fire happens, he who brings a parish or other large engine, with a socket, &c. shall be paid 30*s.* the second 20*s.* and the third 10*s.* and the turncock, whole

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whose water shall first come into the main pipe, is to have 10 s. to be paid by the church-wardens, or levied by distress, &c. *Stat. 7 Ann. c. 17.*

## Of the poor, and overseers of the poor.

**T**HE church-wardens of every parish, and four or two substantial householders there, as shall be thought meet, having respect to the proportion and greatness of the parish, to be nominated yearly in *Easter* week, or within one month after *Easter*, under the hands and seals of two or more justices of the parish in the same county, whereof one to be of the *quorum*, dwelling in or near the same parish or division where the parish doth lie, shall be called overseers of the poor of the same parish. *Stat. 43. Eliz.*

And they or the greater part of them shall take order from time to time, by and with the consent of two or more such justices of peace as is aforesaid, for setting to work such children whose parents shall not by the said church-wardens and overseers, or the greater part of them, be thought able to keep and maintain them; and also for setting to work all such persons married or unmarried, having no means to maintain them, and using no ordinary or daily trade of life to get their living by. *Same stat.*

And also to raise weekly or otherwise by taxation of every inhabitant, parson, vicar and other, and of every occupier of lands, houses, tithes impropriate, appropriations of tithes, coal mines or saleable underwoods in the said parish, in such competent sums as they shall think fit, a convenient stock of flax, hemp, wool, thread, iron, and other wares and stuff, to set the poor on work; and also competent sums of money for and towards the necessary relief of the lame, impotent, old, blind, and such other among them, being poor and not able to work; and also for the putting out of such children to be apprentices, to be gathered out of the same parish, according to the ability of the same parish, and to do and execute all other things, as well for the disposing of the said stock, as otherwise

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concerning the premisses to them shall seem convenient.  
*Stat. 43 Eliz.*

The appointment of overseers of the poor on a sunday is a good appointment.

The appointment of overseers ought to mention that they are substantial householders.

*A.* and *B.* were appointed overseers of the poor by two justices, whereupon there was an appeal to the sessions, suggesting, that *A.* was not duly chose, but that *C.* had a majority of parishioners; wherefore the sessions appointed *C.* and *B.* overseers. Two objections were taken to the appointment at the sessions. 1. It did not mention they were substantial householders. 2. That the justices at sessions could make no new appointment, there being one before by two justices of the peace.

The sessions have no original jurisdiction to appoint overseers.

The church-wardens and overseers of the poor, or such of them as shall not be hindred by sickness or other just excuse to be allowed of by two justices of the peace, shall meet together at least once every month in the church of the said parish, upon the sunday in the afternoon after divine service, there to consider of some good course to be taken, and of some meet order to be set down in the premisses, and shall, within four days after the end of their year, and after other overseers nominated as aforesaid, make and yield up to the said two justices a true and perfect account of all sums of money by them received or rated and fessed, and not received, and also of such stock as shall be in their hands, or of the hands of any of the poor to work, and of all other things concerning their said office, and such sum or sums of money as shall be in their hands shall pay and deliver over to the said church-wardens and overseers newly nominated and appointed as aforesaid, upon pain that every one absenting themselves without lawful cause as aforesaid, from such monthly meeting for the purpose aforesaid, or being negligent in their office, or in execution of the orders as aforesaid, being made by and with the assent of the said justices of the peace, or any two of them



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them before mentioned, to forfeit for every such default of absence or negligence, the sum of 20*s*. *Stat. 43 Eliz.*

If the Justices of peace perceive that the inhabitants of any parish are not able to levy among themselves sufficient for the purposes afore mentioned, they may tax, rate and assess, as aforesaid, any other of other parishes, or out of any parish within the hundred where the said parish is, to pay such sums of money to the church-wardens and overseers of the poor parish as the justices shall think fit; and if the hundred shall not be thought able to relieve the several parishes not able to provide for themselves, the justices at their quarter-sessions shall rate any other of other parishes, or out of any parish within the said county, as in their discretion shall seem fit. *Stat. 43 Eliz.*

Where there is no hundred the justices have no jurisdiction by this statute.

The justices may impose the charges upon any of the inhabitants of the neighbouring parishes, and are not obliged to put a general tax upon the whole parish.

If one parish is taxed in aid of another, and afterwards the latter parish grows rich, or the first poor, the justices may take off such taxation.

As well the present as the subsequent church-wardens and overseers, or any of them, by warrant from two justices, may levy as well the said sums of money, and all arrearages, of every one that shall refuse to contribute as they shall be assessed, by distress and sale of the offender's goods; and in defect of distress, any two such justices of the peace may commit him or them to the common gaol of the county until payment; and the said justices or one of them may send to the house of correction or common gaol such as shall not imploy themselves to work, being appointed thereunto as aforesaid; and any two such justices of the peace may commit to gaol every one of the said church-wardens and overseers who shall refuse to account, there to remain without bail or mainprize, until he hath made a true account, and satisfied and paid so much as upon the said account shall be remaining in his hands. *Stat. 43 Eliz.*



Taxations and assessments for the poor ought to be equal, and only according to the visible estate real and personal which the person has in that town or place, and not in respect of any estate he has elsewhere.

If two several houses are inhabited by several families, who make or have but one common avenue or entrance for both, yet in respect of their original both houses continue ratable severally; for they were at first several houses, and if one family goes, one house is vacant; but if one tenement be divided by a partition, and inhabited by different families, the owner in one, and a Stranger in the other, these are several tenements severally rateable, while they are thus severally inhabited; but if the stranger and his family go away, it becomes one tenement.

An overseer is not bound to lay out money till he has it, if he does, he must make a new rate for the relief of the poor, and out of that he may retain to pay himself: But in case an overseer be turned out of his office after he has laid money for the relief of the poor, and before he is repaid it, the parish or overseers cannot be compelled to make a rate to reimburse him.

But there being a custom in the parish of *Limehouse*, for the church wardens to pay what they called the casual poor, and for the overseers of the poor to pay the pensioners; at the end of the year the church-wardens were above 60*l.* out of pocket, upon which they applied to the sessions for an order to reimburse them, and the sessions, upon examination of the matter, finding that the overseers had enough of the publick money already raised in their hands to pay the church-wardens, ordered that they should be reimbursed by the overseers; and for that the money was already raised, and the order was no more than that one officer should pay to another, the order was confirmed by the court of King's Bench.

The church-wardens and overseers may make a rate of themselves.

A poor's rate made according to the land-tax is bad, because not equal; for the personal estate in the public

lic funds was not chargeable to the land-tax, but is to the poor.

The church-wardens and overseers, or the greater part of them, by the assent of any two justices of the peace, may bind any such children, as aforesaid, to be apprentices where they shall seem convenient, till such man child shall come to the age of 24 years, and such woman child to the age of 21 years or the time of her marriage; *the same to be as effectual to all purposes, as if such child were of full age, and by indenture of covenant bound him or herself.* Stat. 43 Eliz.

All persons to whom the overseers of the poor shall accordingly bind any children apprentices, may take and receive, and keep them as apprentices. Stat. 3 Car. 1.

When any poor children shall be appointed to be bound apprentices pursuant to the act of 43 Eliz. the person or persons, to whom they are so appointed to be bound, shall receive and provide for them according to the indenture signed and confirmed by the said two justices of the peace, and also execute the other part of the said indentures; and on refusal, oath being made thereof by one of the church-wardens or overseers of the poor, before any two justices of the peace for that county, &c. shall for every such offence forfeit the sum of 10*l.* to be levied by distress and sale of the offender's goods, by warrant under the hands and seals of the said justices, to be applied to the use of the poor of the parish, saving to such person his appeal to the next general or quarter-sessions, where the order shall be final. Stat. 8, 9 W. 3.

An order for putting out an apprentice was judged to be ill, because in the close of the indenture it was said, that the master at the end of the term should give his apprentice two suits of cloaths, one for holy-days and the other working-days; for the justices at the end of the term cannot order him wages, they must only order him maintenance as an apprentice, and cannot order him any thing after the term is ended.

The church-wardens and overseers, or the greater part of them, by the leave of the lord or lords of the manor, whereof any waste or common within their parish

parish is or shall be parcel, and upon agreement before with him or them made in writing, under the hands and seals of the said lord or lords, or otherwise, according to any order to be set down by the justices of peace of the said county, at their general quarter-sessions, or the greater part of them, by like leave and agreement of the said lord or lords in writing, under his or their hands and seals, may erect, build and set up in fit and convenient places of habitation, in such waste or common, at the general charge of the parish, or otherwise of the hundred or county, to be taxed and gathered in manner as before expressed, convenient houses of dwelling for the most impotent poor, and also may place inmates or more families than one in one cottage or house, which cottages and places for inmates shall not at any time after be used or employed to or for any other habitation, but only for the impotent or poor of the same parish, that shall be there placed from time to time by the church-wardens and overseers of the poor of the same parish, or the most part of them. *Stat. 43 Eliz.*

Church-wardens and overseers may by the consent of two justices, one being of the *quorum*, or by one, if there be no more justices in that precinct, set up, use and occupy any trade, mystery or occupation, only for setting on work and better relief of the poor of the parish, town or place of or within which they shall be overseers or church-wardens. *Stat. 3 Car. 1.*

The church-wardens and overseers, or the most part of them, of any parish that extendeth it self unto more counties than one, or part to lie within the liberties of any city, town or place corporate, and part without, shall without dividing themselves duly execute their office in all places within the said parish, in all things to them belonging, and shall duly exhibit and make one account before the said head officer of the town or place corporate, and one before the said justices of the peace or any two of them, as aforesaid. *Stat. 43 Eliz.*

If any person or persons shall find themselves grieved with any sels or tax, or other act done by the said church-wardens and other persons, or by the said justices of peace, it shall be lawful for the justices  
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of peace, at their general quarter-sessions, or the greater number of them, to take order therein as to them shall be thought convenient, and the same to conclude and bind all the said parties. *Stat. 43 Eliz.*

The father and grandfather, mother and grandmother, and the children of every poor, old, blind, lame and impotent person, or other poor person not able to work, being of sufficient ability, shall at their own charge relieve and maintain every such poor person, in that manner and according to that rate, as by the justices of peace of that county where such sufficient persons dwell, or the greater number of them, at their general quarter-sessions shall be assessed, upon pain that every one of them shall forfeit 20*s.* for every month that they shall fail therein. *Stat. 43 Eliz.*

*A.* marries a wife who has a child by a former husband, the child becomes chargeable, *A.* in right of his wife, during her life, must provide for the child, and the order upon him ought to set forth that the wife is alive; but when the wife dies, the relation between *A.* and the child is dissolved, and he is no longer obliged to provide for it.

An order for the grandmother to take care of her grandchildren, and that the grandchildren be sent to the grandmother, was quashed, because the justices ought to have made a rate upon the grandmother, and could not send the grandchildren to her.

The husband is bound to keep the wife's grandchildren.

If there shall happen to be no such nomination of overseers yearly, as is before appointed, then every Justice of the peace of the county dwelling within the division where such default of nomination shall happen, and every mayor, alderman and head officer of the city, town or place corporate where such default shall happen, shall lose and forfeit for every such default 5*l.* to be employed towards the relief of the poor of the said parish or place corporate, and to be levied, as aforesaid, of their goods by warrant from the general sessions of the peace of the said county, or of the same city, town or place corporate, if they keep sessions. *Stat. 43 Eliz.*

All

All penalties and forfeitures in this act shall be employed to the use of the poor of the same parish, and towards a stock and habitation for them, and other necessary uses and relief as before mentioned, and shall be levied by the said church-wardens and overseers, or one of them, by a warrant from any two such justices of the peace, or mayor, alderman or head officer of a city, town or place corporate, respectively, within their several limits by distress and sale thereof as afore-said; or in default thereof, it shall be lawful for any two such justices of peace, and the said mayor, aldermen and head officers within their several limits to commit the offender to the said prison, there to remain without bail or mainprize, till the forfeitures shall be paid and satisfied. *Stat. 43 Eliz.*

Upon complaint made by the church-wardens and overseers of the poor of any parish, *within 40 days* after any poor person or persons shall come to settle in such parish in any tenement under the yearly value of 10*l.* any two justices of the peace, whereof one to be of the *quorum*, of the division, where any person or persons, that are likely to become chargeable to the parish, shall come to inhabit, may by their warrant remove and convey such person or persons to such parish where he or they were last legally settled, either as a native, householder, sojourner, apprentice or servant for the space of 40 days at least, unless he or they give sufficient security for the discharge of the said parish, to be allowed by the said justices. *Stat. 13, 14 Car. 2.*

The complaint must be by the church-wardens or overseers, that the person is likely to become chargeable, or else it will not be a sufficient ground or foundation for *two justices* to make an order.

This complaint by the church-wardens or overseers may be made to any justice of peace within 40 days after any person or persons come into a parish that is likely to become chargeable.

A miller renting a windmill of 13*l.* a year, and living and constantly lying in it, was such a tenement of 10*l.* a year as would gain a settlement.

A man with his wife and family removed into a parish, and took an inn at 6*l.* per ann. from Lady-day to Lady-



*Lady day*, and in *May* following took a meadow in the same parish and near the inn at 5*l.* 10*s.* per ann. and about two months after run away; and this was held to be a sufficient renting of a tenement of 10*l.* a year to gain a settlement.

*A.* with his wife and children goes into the parish of *B.* and hires a mesuage and closes, at 13*l.* per ann. but only part of the mesuage, &c. to the value of 7*l.* lies in the parish of *B.* the rest of it lying in another parish. It was held that *A.* had hereby gained a settlement in the parish of *B.*

Any person or persons may lawfully go into any country, parish or place, to work in time of harvest, or at any time to work at any other work, so that he or they carry with him or them a *certificate* from the minister of the parish, and one of the church-wardens, and one of the overseers of the poor for the said year, that he or they have a dwelling house or place in which he or they inhabit, or hath left wife and children or some of them there, (or otherwise as the condition of the person shall require) and is declared an inhabitant there, and in such case if the person or persons shall not return to the place aforesaid, when his or their work is finished, and shall fall sick or impotent whilst he or they are in the said work, it shall not be accounted a settlement; and it shall and may be lawful for two justices of the peace to convey the said person or persons to the place of his or their habitation as aforesaid; and if such person or persons shall refuse to go, or shall not remain in such parish where they ought to be settled as aforesaid, but shall return of his own accord to the parish from whence he was removed, it shall be lawful for any justice of the peace of the city, county or town corporate, where the said offence shall be committed, to send such person or persons offending to the house of correction, there to be punished as a vagabond; and if the church-wardens and overseers of the poor of the parish to which he or they shall be removed, refuse to receive such person or persons, and to provide work for them as other inhabitants of the parish, any justice of the peace of that division may and shall thereupon bind any such officer  
or



or officers, in whom there shall be default, to the assizes or sessions, there to be indicted for his or their contempt in that behalf. *Stat. 13, 14 Car. 2.*

If any person who shall be an apprentice bound by indenture to, or shall be hired a servant to or with any person who did come or shall reside in any parish, &c. such apprentice by virtue of such apprenticeship, &c. and such servant by being hired, &c. to such person, shall not gain or be adjudged to have any settlement in such parish, &c. by reason of such apprenticeship, &c. or such hiring and serving, but such apprentice and servant shall have his settlement in such parish, &c. as if he had not been bound apprentice or hired as a servant to such person as aforesaid. *Stat. 12 Ann. c.*

*A.* served an apprenticeship in an extraparochial place, and after lived several years in the parish of *C.* but gained no settlement there; the justices sent him to the extraparochial place as his last legal settlement, but the order was quashed; it was held the justices have no power to send a man to an extraparochial place.

If a place be a reputative parish, and have church-wardens and overseers of the poor, it is within the 43<sup>d</sup> of *Elix.* though in truth it be no parish; but if it be merely extraparochial, as the justices cannot send to such a place, so they cannot send from it; as it is exempt from receiving, so it shall not have the benefit of removing, for they have not proper persons to complain.

The 40 days continuance of such person in a parish, intended by the act of 13 & 14 *Car. 2.* to gain a settlement, shall be accounted from the publication of a notice in writing, which he or they shall deliver, of the house of his or her abode, and the number of his or her family, if he or she have any, to the church-wardens or overseers of the poor of the said parish. *Stat. 1 Jac. 2. Stat. 3 & 4 W. & M.* Which notice or writing the church-wardens or overseers of the poor are required to read or cause to be read publicly, immediately after divine service in the church or chapel of the said parish or town when there shall be divine service in the same; and the said church-wardens or overseers of the poor are to register the said notice in writing in the book kept for the poors accounts. *Stat. 3 & 4 W. & M.*

Coming

Coming publickly into a parish, by taking a house and being rated in the poor's book, and so observed by the officers of the parish in their parish books, is sufficient notice.

No soldier, seaman, shipright or other artificer or workman imployed in their Majesties service, shall have any settlement in any parish, port-town or other town, by delivery and publication of a notice in writing as aforesaid, unless the same be after the dismission of such person out of their Majesties service. *Stat. 3 & 4 W. & M.*

If any church-warden or overseer of the poor shall refuse or neglect to read or cause to be read *such notice* in writing as aforesaid, in such manner, place or time as aforesaid, he or they for every such offence, upon proof thereof by credible witnesses upon oath before any justice of the peace of the same county, riding or division, city or town corporate, where complaint thereof shall be made, shall forfeit the sum of 40s. to the use of the party grieved, to be levied by distress and sale of the offender's goods, by warrant under the hand and seal of any justice of the peace within the said jurisdiction respectively, to the constable of the parish or town where such offender or offenders dwell, the overplus, if any be, to be returned to the owner or owners; and for want of such sufficient distress, the said justices shall commit him or them to the common gaol, there to remain without bail or mainprize for the space of one month; and if any church-warden or overseer of the poor shall refuse or neglect to register or cause to be registred *such notice* in writing as aforesaid, he or they so offending, upon the like conviction, shall forfeit the sum of 40s. to the use of the poor where such offender or offenders dwell, to be levied as aforesaid, the overplus, if any be, to be returned to the owner; and for want of such distress, then the justice shall commit such offender as aforesaid, for the time aforesaid. *Stat. 3 & 4 W. & M.*

If any person, who shall come to inhabit in any town or parish, shall for himself or on his own account execute any public annual office or charge in the said town or parish, or shall be charged with and pay his

his share towards the public taxes or levies of the said town or parish, then he shall be deemed to have a legal settlement in the same, though no such notice in writing be delivered and published. *Stat. 3 & 4 W. & M.*

Serving the office of church-warden for a borough which extends itself into several parishes, is such a service of an annual office within this act, as is sufficient to gain a settlement in that parish, in the borough where he lived.

A parish Clerk, whether chosen by the parson or the parish, is such an officer as gains a settlement.

So is a tithing-man or a collector of births and burials.

If a man is taxed, and after taxation stays in the parish 40 days without giving notice, 'tis no settlement, unless he pays the tax; for it must be *taxing and paying*, and not *taxing only*, that makes a settlement, and is equivalent to a notice in writing.

Having land in a parish will not make a settlement, but living in a parish where one has land will gain a settlement without notice. Boarding as a scholar gains no settlement, no more than being nursed in a parish.

Paying to a scavenger's rate or repairs of highways will not gain a settlement. *Stat. 2 Geo. 2.*

*A.* had a mesuage in a parish, for which he was rated to the poor's rate 3 s. a levy, he lets part of his mesuage to *B.* the overseer gathers a proportionable part of the rate of *B.* but this gains *B.* no settlement, because he is not taxed.

*A.* rented a tenement, and paid all parish taxes, but the name of *B.* who rented the tenement before *A.* was kept in the levy book; *A.* gained no settlement.

A rate on a house, without a rate on the person, being assessed and paid, is sufficient to gain a settlement.

If any unmarried person not having a child or children shall be lawfully *hired* into any parish or town for one year, *such service* shall be deemed a settlement, though no notice be delivered and published. *Stat. 3 & 4 W. & M.* But must continue in such service during the space of one year. *Stat. 8, 9 W. 3.*

*A.*

*A.* a widower had a child which has gained a settlement distinct from the father's settlement, *A.* by being hired and serving for a year may gain a settlement.

Being hired for half a year, and at the expiration thereof being hired with the same master for another half year, and serving the said master for the whole year, is not sufficient; for it ought to be one intire contract.

*A.* was hired to serve from three weeks after *Michaelmas* to *Michaelmas* following, which he served, then was hired by the same master in the same place for a year, and served 11 months, this is hiring for a year, and serving for a year, and gains a settlement.

If a person is hired for a year, marries within the year, but serves the year out, he gains a settlement both for himself and his wife.

Serving a year with a lodger will gain a settlement, though the master had none himself.

And if any person shall be bound an apprentice by indenture, and inhabit in any town or parish, such binding and inhabiting shall be adjudged a good settlement, though no notice in writing be delivered and published as aforesaid. *Stat. 3, 4 W. & M.*

A Servant maid was hired for a year to a farmer in the parish of *A.* where she served him six months, then her master and she remove to the parish of *B.* where he takes another farm, and she served him there the remainder of the year, she gained a settlement in *B.* and so she would if she had served the last 40 days of the year in *B.*

*A.* being bound apprentice where his master had a settlement, served two years there, then his master and he remove to another parish, where his master had no settlement, and serves the remaining five years there; he gains a settlement in the last parish; if he had served but 40 days in the last parish he had gained a settlement.

*A.* intending to be bound apprentice to *B.* living in the parish of *S.* to save charges was bound to *C.* living in another parish, but it was agreed between *C.* and *B.* that *A.* should serve *B.* eight years, which he did; it was held that *A.* gained a settlement in the parish of *S.* that *C.* was only a trustee for *B.*

If

If an infant binds himself apprentice he gains a settlement, for an infant may make an indenture for his own benefit.

*A.* serves an apprenticeship in the parish of *B.* but during the time has his meat, drink, washing and lodging with his father in the parish of *C.* his settlement is in *C.*

If any person be removed, by virtue of this act, from one county, riding, city, town corporate or liberty to another, by warrant under the hands and seals of two justices of the peace, the church-wardens and overseers of the said parish or town to which the said person shall be so removed, are to receive the said person; and if he or they shall refuse so to do, he or they so refusing, upon proof thereof by two credible witnesses upon oath, before any justice of the peace of the county, to which the said person shall be so removed, shall forfeit for each such offence the sum of 5*l.* to the use of the poor of the parish or town from which the said person was removed, to be levied by distress and sale of the offender's goods, by warrant under the hand and seal of any justice of the peace of the county, &c. to which such person was removed, to the constable of the parish or town where such offender dwells; and for want of such distress, then the said justice shall commit the offender or offenders to the common gaol of the county, &c. there to remain without bail or mainprize for 40 days; but an appeal is given to the general quarter-sessions. *Stat. 3 & 4 W. & M.*

There shall be provided and kept in every parish, at the charge of the parish, a book wherein the names of all such persons who receive collections shall be registered, with the day and year when they were first admitted to have relief, and the occasion that brought them under that necessity, and yearly in *Easter* week, or as often as it shall be thought convenient, the parishioners of every parish shall meet in the vestry or other usual place of meeting in the same parish, before whom the said book shall be produced, and all persons receiving collections are to be called over, and the reasons of their taking relief examined, and a new



list made and entred of such persons as they shall think fit and allow to receive collection; and no other person shall be allowed to have and receive collections at the charge of the said parish, but by authority under the hand of one justice residing within such parish, or if none be there dwelling, in the parts next adjoining, except in cases of pestilential diseases, plague or small pox, and for such families only as are infected. *Stat. 3, 4 W. & M. vide postea fo. Stat. 9 Geo. 1.*

In any action to be brought for the recovery of any sum of money mispent by the church-wardens or overseers, or taken to their own use, the evidence of the parishioners or any of them, other then such as receive alms or any pension or gift of such parish, whereof the defendant is an inhabitant, shall be taken and admitted; any custom or usage to the contrary notwithstanding. *Stat. 3 & 4 W. & M.*

If any person that shall come into any parish or other place, there to inhabit and reside, shall at the same time procure and deliver to the church-wardens and overseers of the poor of the parish or place where he shall come to inhabit, or any of them, a *certificate* under the hands and seals of the church-wardens and overseers of the poor of any other parish or place, or the major part of them, or under the hands and seals of the overseers of the poor where there are no church-wardens, to be respectively attested by two or more credible witnesses, thereby owning and acknowledging the person mentioned in the said certificate to be an inhabitant legally settled in that parish or place, every such certificate having been allowed of and subscribed by two or more justices of the peace of the county, &c. wherein the parish or place from whence such certificate shall come doth lie, shall oblige the said parish or place to receive and provide for the person mentioned in the said certificate, together with his family, as inhabitants of that parish, whenever he shall happen to become chargeable, or be forced to ask relief of the parish to which such certificate was given; and then and not before it may be lawful for any such person and his children, though born in that parish, not otherwise



wife having acquired a legal settlement there, to be removed and settled in the parish from whence such certificate was brought. *Stat. 8 & 9 W. 3.*

The witnesses who attest the execution of such certificates by the church-wardens, &c. or one of the said witnesses, shall make oath before the justices of the peace, who by the said act are directed to allow the same, which oath they are hereby authorised to administer) that such witness or witnesses did see the church-wardens, &c. severally sign and seal the said certificate, and that the names of such witnesses attesting the said certificate are of their own proper hand writing, which said justices shall also certify, that such oath was made before them; and every such certificate so allowed, and the oath of the execution thereof so certified by the said justices, shall be allowed in all courts as duly proved, and shall be taken as evidence without other proof. *Stat. 3 Geo. 2.*

A Person coming into a parish by certificate cannot be removed till he is actually become chargeable.

No person or persons whatsoever, who shall come into any parish by any such certificate as aforesaid, shall be adjudged by any act whatsoever to have procured a legal settlement in such parish, unless he or they shall really and *bona fide* take a lease of a tenement of the yearly value of 10*l.* or shall execute some annual office in such parish, being legally placed in such office. *Stat. 9, 10 W. 3. c. 11.*

When any overseer or overseers of the poor of any parish or other person, shall remove back any person residing in such parish, or coming there by certificate, and becoming chargeable to the parish where such person shall belong, such overseers or other person shall be reimbursed such reasonable charges as they may have been put to in maintaining and removing such persons, by the church-wardens and overseers of the poor of the parish to which such person is removed, the charges being ascertained and allowed by one or more justices of the peace for the county, &c. to which such removal shall be made, which charge so ascertained and allowed shall, in case of refusal of payment, be levied by distress and sale of the goods and chattels of

the church-wardens and overseers of the poor of the parish to which such certificate person is removed by warrant under the hand and seal or hands and seals of such justice or justices of the peace. *Stat. 3 Geo. 2.*

Every poor person being upon the collection, and receiving relief in any parish, his wife and children cohabiting in the same house, except such child as shall by the church-wardens and overseers be permitted to live at home, in order to take care of and attend an impotent and helpless parent, shall on the shoulder of the right sleeve of the upper garment wear a badge, *viz.* a large *Roman P.* with the first letter of the name of the parish whereof such person is an inhabitant, cut in red or blue cloth; and if any such poor person shall neglect or refuse to wear such badge, he may be punished, either by abridging, suspending or withdrawing his usual allowance, or may be committed to the house of correction, to be whipt and kept to hard labour for any number of days not exceeding 21; and if any church-warden or overseer of the poor shall relieve any such poor person not wearing such mark or badge, being thereof convicted upon the oath of one or more credible witness or witnesses, before any justice of the peace of the county, &c. he shall forfeit for every such offence 20s. one moiety to the informer, and the other to the poor of the parish. *Stat. 8 & 9 W. 3.*

Where any wife or children shall be left by the husband or parent upon the charge of the parish, the church-wardens or overseers of the poor of such parish, upon application to and by warrant or order from any two justices of the peace, may take and seise so much of the goods and chattels, and receive so much of the annual rents and profits of the lands and tenements of such husband or parent, as the said two justices shall order or direct, for and towards the discharge of the parish, for the bringing up and providing for such wife or children, which warrant or order being confirmed at the next quarter-sessions, the justices of such quarter-sessions may make an order for the church-wardens or overseers of the poor, to dispose of such goods and chattels by sale or otherwise, or so much of them for the purpose aforesaid as the court shall think fit, or to

receive the rents and profits, or so much of them, as shall be ordered by the sessions as aforesaid, of his or her lands and tenements for the purposes as aforesaid.

*Stat. 5 Geo. 1.*

The church-wardens and overseers of the poor aforesaid shall be accountable to the justices at the quarter-sessions, for all such money as they or any of them shall so receive. *Same statute.*

No justice of peace shall order relief to any poor person dwelling in any parish, until oath be made before such justice, of some matter which he shall judge to be a reasonable cause for having such relief; and that the person had by himself or some other applied to the parishioners at some vestry or other publick meeting, or to two of the overseers of the poor of such parish, and was by them refused to be relieved, and until such justice hath summoned two of the overseers of the poor, to shew cause why such relief should not be given, and the person so summoned hath been heard, or made default to appear. *Stat. 9 Geo. 1.*

The person, whom such justice shall order to be relieved, shall be entered in the book to be kept by the parish, as one of those who is to receive collection as long as the cause of such relief continues, and no longer; and no officer of any parish (except upon sudden and emergent occasion) shall bring to the account of the parish any monies he shall give to any poor person of the same parish, who is not registred in such book as a person intitled to such collection, on pain of forfeiting 5 *l.* to be levied by distress and sale by warrant of any two or more justices of the peace, to be applied to the use of the poor of the parish. *Same statute.*

The church-wardens and overseers of the poor in any parish, town, township or place, with the consent of the major part of the parishioners or inhabitants of the same parish, &c. in vestry or other parish or public meeting for that purpose assembled, or of so many of them as shall be assembled upon usual notice thereof first given, may purchase or hire any house or houses in the same parish, and contract with any person or persons for the lodging, keeping, maintaining and employing any or all such poor in their respective parishes,

&c.

℥c. as shall desire to receive relief or collection from the same parish; and may there keep, maintain and employ all such poor persons, and take the benefit of the work, labour and service of any such poor person or persons who shall be kept or maintained in any such house or houses, for the better maintenance and relief of such person or persons who shall be there kept or maintained. *Stat. 9 Geo. 1.*

In case any poor person or persons of any parish, ℥c. where such house or houses shall be so purchased or hired, shall refuse to be lodged, kept or maintained in such house or houses, such poor person or persons so refusing shall be put out of the book or books where the names of the persons who ought to receive collection in the parish, ℥c. are registred, and shall not be entitled to ask or receive collection or relief from the church-wardens and overseers of the poor of the same parish, ℥c. *Same statute.*

And where any parish, ℥c. shall be too small to purchase or hire such house or houses for the poor of their own parish only; two or more such parishes, ℥c. with the consent of the major part of the parishioners or inhabitants of their respective parishes, ℥c. in vestry or public meeting for that purpose appointed, or of so many of them as shall be assembled upon usual notice thereof first given, and with the approbation of any Justice of peace dwelling in or near any such parish, ℥c. signified under his hand and seal, may unite in purchasing, hiring or taking such house for the lodging, keeping and maintaing of the poor of the several parishes, ℥c. so uniting, and there keep, maintain and employ the poor of the respective parishes so uniting, and take and have the benefit of the work, labour or service of any poor there kept and maintained, for the better maintenance and relief of the poor there kept, maintained and employed. *Same statute.*

And if any poor person or persons in the respective parishes, ℥c. so uniting, shall refuse to be lodged, kept or maintained in the house hired or taken for such uniting parishes, ℥c. he, she or they so refusing shall be put out of the collection book, and shall not be entitled to ask or demand relief or collection from

the Church-wardens and overseers of the poor in their respective parishes, &c. *Same statute.*

The church-wardens and overseers of the poor of any parish, &c. with the consent of the major part of the parishioners or inhabitants of the said parish, &c. where such house or houses is, are or shall be purchased or hired for the purposes aforesaid, in vestry or other parish or publick meeting for that purpose assembled, or of so many of them as shall be so assembled, upon usual notice thereof first given, may contract with the church-wardens or overseers of the poor of any other parish, &c. for the lodging, maintaining or employing of any poor person or persons of such other parish, &c. as to them shall seem meet. *Same statute.*

And in case any poor person or persons of such other parish, &c. shall refuse to be lodged, maintained and employed in such house or houses, he, she or they so refusing shall be put out of the collection book of such other parish, &c. and shall not be intitled to ask, demand or receive any relief or collection of the church-wardens and overseers of the poor of his, her or their respective parish. *Same statute.*

No poor person or persons his, her or their apprentice, child or children, shall acquire a settlement in the parish, &c. to which he, she or they are removed, by virtue of this act, but his, her or their settlement shall be and remain in such parish, &c. as it was before such removal. *Same statute.*

No person shall be deemed to gain any settlement in any parish or place, for or by virtue of any purchase of any estate or interest in such parish or place, whereof the consideration for such purchase doth not amount to the sum of 30*l.* bona fide paid, for any longer or further time than such person shall inhabit in such estate, and shall then be liable to be removed to such parish or place where such person was last legally settled before the said purchase and inhabitancy there.

If any single woman shall be delivered of a bastard child which shall be chargeable or likely to become chargeable to any parish or *extraparochial* place, or shall declare herself to be with child, and that such child is likely to be born a bastard, and to be charge-  
able



able to any parish or *extraparochial* place, and shall in either of these cases, in an examination to be taken in writing, upon oath before any justice of the peace of any county, &c. wherein such parish or place shall lie, charge any person with having gotten her with child, such justice, upon application made to him by the overseers of the poor of such parish or any one of them, or by any substantial houtholder of such *extraparochial* place, may issue out his warrant for the immediate apprehending such person so charged, and for bringing him before such justice, or any other justice of the peace of such county, &c. and the justice before whom such person shall be brought, is to commit such person so charged to the common gaol or house of correction of such county, &c. unless he shall give security to indemnify such parish or place, or enter into a recognizance, with sufficient sureties, to appear at the next general quarter-sessions, to abide and perform such order as shall be made pursuant to stat. 18 *Eliz.* concerning bastards. *Stat. 6 Geo. 2.*

Two justices, whereof one to be of the *quorum*, may take order, as well for the punishment of the mother and reputed father of a bastard-child, as also for the better relief of the parish, and may take order for the keeping such bastard-child, by charging such mother or reputed father with the payment of the money weekly, or other sustentation for the relief of such child; and if after such order by them subscribed under their hands, the mother or reputed father, upon notice thereof, shall not for their part perform such order, he, she or they shall be committed to the common gaol, there to remain without bail or mainprize, unless security be given to perform such order, or personally to appear at the next general sessions of the peace, and abide such order as the said justices of the peace or the major part of them shall take in that behalf. *Stat. 18 Eliz.*

If the woman so charging any person as by stat. 6 *Geo. 2.* is mentioned, shall die or be married before she shall be delivered, or shall miscarry, or appear not to have been with child at the time of her examination; then such person shall be discharged from his recog-

nizance at the next general quarter-sessions or general sessions of the peace to be holden for such county, &c. or immediately released out of custody by warrant under the hand and seal of any justice of the peace, residing in or near the limits where such parish or place shall lie. *Stat. 6 Geo. 2.*

Upon application by any person who shall be committed by virtue of this act, or by any person on his behalf, to any justice residing in or near the limits where such parish or place shall lie, such justice is to summon the overseers of the poor of such parish, or one or more substantial householders of such *extraparochial* place, to appear before him at a time and place to be mentioned in such summons, to shew cause why such person should not be discharged; and if no order shall appear to have been made in pursuance of the statute 18 *Eliz.* within six weeks after such woman shall have been delivered, such justice may discharge him from imprisonment. *Stat. 6 Geo. 2.*

No justice or justices of the peace shall send for any woman whatsoever before she shall be delivered and one month after, in order to be examined concerning her pregnancy or supposed pregnancy, or compel any woman before she shall be delivered to answer any questions relating to her pregnancy. *Stat. 6 Geo. 2.*

When the reputed father and the mother of any bastard shall run away and leave such bastard child upon the parish, altho' they have estate sufficient to discharge such parish, the church-wardens and overseers of the poor of such parish may take and seise so much of the goods and chattels, and receive so much of the annual rents or profits of the lands of such reputed father or mother, as shall be ordered by any two justices of the peace towards the discharge of the parish, to be confirmed at the sessions, for bringing up and providing for such bastard child. *Stat. 12, 13 Car. 2.*

The sessions may make an order for the church-wardens and overseers of the poor, to dispose of the goods by sale or otherwise, or so much of them for the purpose aforesaid, as the court shall think fit, and to receive the rents or profits, or so much of them as shall be ordered by the sessions, of his or her lands.  
*Same statute.* An

An order made by justices to pay so much money by the week, till the child is 14 years of age, is naught, for the justices have no power but to indemnify the parish, and that is only to oblige him to maintain the child as long as it is or may be chargeable.

If a bastard be born in a parish into which the mother was illegally removed by the order of two justices, if the mother on appeal of the parish be ordered to be sent back, the child shall be sent back also.

If the husband be out of the four seas, during the time the wife is got with child, and during all the time of her going with child, the child is a bastard. But if he were here at all within the time, the child is legitimate and no bastard.

When a woman is separated from her husband by a divorce *a mensa & thoro*, that is from bed and board, the children she has during the separation are bastards, for the court will intend a due obedience to the sentence, unless the contrary be shewn: But if the husband and wife without sentence part and live separate, the children shall be taken to be legitimate, and so deemed, till the contrary be proved, for access shall be intended.

**Of idle and disorderly persons, rogues, vagrants, and incorrigible rogues, &c.**

*What persons shall be accounted idle and disorderly persons.*

1. **A**LL persons who shall threaten to run away and leave their wives and children to the parish,
2. All persons who having been legally removed by order of two justices from any parish or place shall unlawfully return, without bringing a certificate from the parish or place to which they belong,
3. All persons, who not having wherewith to maintain themselves, live idle without employment, and refuse to work for the usual and common wages given

to other labourers in the like work in the parish or place where they then are,

4. And all persons who shall go from door to door, or place themselves in streets, highways or passages to beg alms *in the parishes or places where they dwell*, shall be deemed idle and disorderly persons. *Stat. 13 Geo. 2.*

*What persons shall be deemed rogues and vagabonds.*

1. **A**LL persons going about as patent-gatherers or gatherers of alms under false pretences of loss by fire or other casualty, or going about as collectors for prisons, gaols or hospitals,

2. All fencers and bearwards,

3. All common players of interludes and persons, who shall for hire, gain or reward act, represent or perform, or cause to be acted, &c. any interlude, tragedy, comedy, opera, play, farce or other entertainment of the stage, or any part or parts therein (such person not having legal settlement in the place where the same shall be acted, &c.) without authority by letters patent or licence from the lord chamberlain,

4. All minstrels, jugglers, all persons pretending to be gypsies, or wandering in the habit or form of the *Egyptians*, or pretending to have skill in phisognomy, palmestry, or like crafty science, or pretending to tell fortunes, or using any subtle craft to deceive or impose on people, or *playing or betting at any unlawful games or plays*,

5. All persons who run away and leave their wives or children, whereby they become chageable to any parish,

6. All petty chapmen and pedlars wandering abroad, not being duly licensed, or otherwise authorised by law,

7. All persons wandering abroad and lodging in barns and other outhouses, not giving a good account of themselves,

8. All persons *wandering abroad and begging*, pretending to be soldiers, mariners or seafaring men, or pretending

pretending to go to work in harvest, and *all other persons wandering abroad and begging*, shall be deemed rogues and vagabonds. *Stat. 13 Geo. 2.*

*Persons excepted out of this description.*

**S**oldiers wanting subsistence, having lawful certificates from their officers or the secretary at war, and mariners or seafaring men licensed by testimonial or writing under the hand and seal of some justice, setting down the time and place of their landing or discharge, and the place to which they are to pass, limiting the time of their passage while they continue in the direct way to the place to which they are to pass, and during the time so limited; and every person going abroad to work at any lawful work in time of harvest, or other time, carrying a certificate signed by the minister and one of the church-wardens, chapel-wardens or overseers of the poor of the parish, &c. where he shall inhabit, declaring that he hath a dwelling-house or place there in which he inhabits. *Stat. 13 Geo. 2.*

*What persons shall be deemed incorrigible rogues.*

1. **E**ND-gatherers convicted on the *stat. 13 Geo. 1.* for better regulating of the woollen manufacture, &c.

2. Persons apprehended as rogues or vagabonds, and escaping from the persons apprehending them, or refusing to go before a justice, or to be examined on oath before such justice, or knowingly giving a false account of themselves on such examination after being warned of their punishment,

3. Persons who shall break or escape out of any house of correction before the expiration of the time for which they were committed,

4. And all persons, who after having been punished as rogues and vagabonds, and discharged shall again commit any of the said offences, shall be deemed incorrigible rogues. *Stat. 13 Geo. 2.*



*The punishment for idle and disorderly persons.*

**S**UCH offender, being convicted before a justice either by confession or the oath of one witness, may be sent to the house of correction, to be kept to hard labour for any time not exceeding one month. *Stat. 13 Geo. 2.*

*Encouragement for the apprehending such idle and disorderly persons as shall be found begging.*

**A**NY person may apprehend, and carry before a justice, persons going about from door to door, or placing themselves in streets, highways or passages to beg alms *in the parishes or places where they dwell.*

And if they shall resist or escape, they shall be subject to such punishment, as rogues and vagabonds are hereafter mentioned to be liable to.

The justice may order the overseer of the poor where such offenders shall be apprehended to pay 5 s. to the person apprehending them, for every offender so apprehended.

If the overseer shall refuse to pay the same, the justice on oath thereof may by warrant order it to be levied on his goods, and the overseer in such case shall not be allowed that money in his account. *Stat. 13 Geo. 2.*

*Note* ; Any person may apprehend a beggar : For if he be found begging in the parish or place wherein he dwells, he is within the description of an idle and disorderly person. If he be found begging out of the parish wherein he dwells, he falls within the description of a rogue and vagabond, and then liable to be apprehended as hereafter mentioned ; of which, and the reward for apprehending him, *vide postea.*

*Who may apprehend rogues and vagabonds.*

**I**F any such rogue or vagabond shall be found in any parish or place offending as aforesaid, the constable, headborough, tithingman, or other such officer of such parish or place, or any other person there dwelling or being, may apprehend him, and convey him to some justice of the county, &c. in or near the said parish, to be proceeded against as after directed Stat. 13 Geo. 2.

*Punishment for the not apprehending rogues and vagabonds.*

**I**N case any constable or other such officer shall refuse or neglect to use his best endeavours to apprehend any such offender, it shall be deemed a neglect of duty, and he being thereof convicted before a justice on the oath of one witness, shall forfeit any sum not exceeding 5 *l.* nor less than 10 *s.* to the use of the poor, to be levied by distress and sale of his goods, as aftermentioned,

Any other inhabitant of any such parish or place, being charged by any justice of peace so to do, who shall refuse or neglect to use his endeavours to apprehend or deliver to the constable or other such officer, or to carry such offender before some justice of peace, where no constable, &c. can be found, being convicted by the oath of one witness before a justice of the same county, &c. shall forfeit 10 *s.* to the use of the poor, to be levied by distress and sale of his goods. Stat. 13 Geo. 2.

*Encouragement for the apprehending rogues and vagabonds.*

**B**UT if any person, not being a constable or such other officer, shall apprehend any such offender, and deliver him to a constable or other such officer, or convey him to a justice of peace, the justice may reward such person by making an order under hand  
and

and seal upon the constable or such other officer where such offender shall be apprehended, to pay 10s. to the person so apprehending him within one week after demand, and producing such order, and giving a receipt for the same.

Which money such constable or other officer shall be repaid by the high or chief constable, he producing such order and receipt, and also giving a receipt to the high or chief constable for the same, who shall be allowed or paid the same by the treasurer of the county, &c. on his passing his accounts, he delivering such orders and receipts, and also giving his own receipt for the same to the treasurer, and the treasurer shall be allowed the same in his accounts by the justices at their sessions, on producing and delivering up his vouchers.

And in places where there are no high or chief constables, such petty constable or other officer shall be allowed what he shall so pay in his accounts, on producing and delivering up the like vouchers.

In case such petty constable or other officer shall refuse or neglect to pay the said 10s. or in case where he has paid it, the high or chief constable shall refuse or neglect to reimburse him on demand, the justice may by warrant under hand and seal levy 20s. by distress and sale of the goods of such petty constable or other officer, or high or chief constable, and thereout allow the 10s. and such other recompence for trouble, loss of time and expences as the justice shall think fit. *Stat. 13 Geo. 2.*

*Search warrants to be issued for the apprehending rogues and vagabonds.*

**T**HE justices for every county, &c. or any two of them, shall four times in the year at least, or oftner (if need be) meet in their respective divisions, and by their warrants command the constables or other peace officers of every hundred, parish, &c. in their several divisions, who shall be assisted with sufficient men of the same places to make a general privy search in one night throughout their several and respective limits

Limits for the finding and apprehending of rogues and vagabonds, and such as they shall find and apprehend upon such search they shall cause to be brought before any justice of the same county, &c. *Stat. 13 Geo. 2.*

*Rogues and vagabonds how to be dealt with.*

**W**HERE any rogue or vagabond apprehended by any constable or such other officer or inhabitant of any parish or place, or upon such privy search, shall be brought before a justice, he is to inform himself by the examination on oath of the person apprehended, or of any other person, of the condition and circumstances of the person so apprehended, and of the parish or place where he was last legally settled, the substance of which examination shall be put into writing, and signed by the person examined, and the justice shall sign the same, and transmit it to the next sessions of the peace to be holden for the same county, &c. there to be filed and kept on record.

And in case it shall appear that such person has any legal settlement, the justice shall by a pass under hand and seal, taking notice where and for what cause such person was apprehended, and whither he or she is to pass, cause such rogue or vagabond, of whatsoever age he or she be, to be conveyed to the place of his or her last legal settlement.

But if it cannot be found that such person hath any legal settlement, then he shall be conveyed by such pass as aforesaid, to the place of his birth.

Or if such person be under the age of 14 years, and have any father or mother living, then to the place of abode of such father or mother.

Or in case such place of birth or parents abode cannot be known, then to the parish, town or place where he was last found begging or misordering himself, and passed unapprehended, and shall be there delivered to some church-warden, chapel-warden or overseer of the poor of such parish, town or place.

The justice shall make a duplicate of the pass, and sign the same, and shall afterwards transmit it to the next sessions for the same county, &c. there to be filed  
and

and kept on record, and the said duplicate or a copy thereof may be read in any court of record, as evidence that such pass was made and signed by such justice.

If any rogue or vagabond shall be brought before a justice, the justice may, before such person be sent by such pass (if on examination he shall see cause) send him to the house of correction to hard labour till the next sessions, or such shorter time as the justice shall think fit, according to the nature of his offence, and such person shall afterwards be sent away by pass. *Stat. 13 Geo. 2.*

*Incorrigible rogues how to be dealt with.*

**W**HERE an incorrigible rogue shall be brought before a justice, the justice may send him to the house of correction till sessions to be kept to hard labour.

If justices at the sessions on examination shall adjudge any person committed to the house of correction as a rogue, vagabond, or as an incorrigible rogue, to be an incorrigible rogue, they shall order him to be kept in the house of correction to hard labour for such further time as they shall think proper not exceeding six months from the time of making the order of sessions, and during his confinement to be corrected by whipping in such manner and at such times and places within their jurisdictions as they shall think fit, and afterwards sent away by pass as aforesaid.

An incorrigible rogue sent to any parish or place as aforesaid, found begging or misordering himself in any other parish or place, a justice of the county, &c. where he shall be so found, &c. may commit him to the house of correction to hard labour for three months to be publickly whipped in such manner and at such times as the justice shall think fit. *Stat. 13 Geo. 2.*



*In what cases an incorrigible rogue shall be liable to be transported.*

**I**N case any such incorrigible rogue, so ordered by the sessions to be kept in the house of correction, shall before the expiration of the time break out or escape from the house of correction, he shall be guilty of felony, and being convicted in the county or place where the offence was committed, shall be transported for such term as the court shall think fit not exceeding seven years. *Stat. 13 Geo. 2.*

*In what cases he shall be liable to suffer death.*

**A**ND if he shall before his transportation voluntarily break out or make his escape from the said house of correction, or being transported shall return before the expiration of the term for which he shall be transported, or be afterwards at large within any part of *Great Britain*, without some lawful cause, before the expiration of the term for which he was ordered to be transported, he shall be guilty of felony, and suffer death. *Stat. 13 Geo. 2.*

*Of the passing rogues, vagabonds and incorrigible rogues.*

**T**HE justice who shall make any pass for passing a rogue, vagabond or incorrigible rogue to the place of his settlement, birth or abode of his father, or place where last found begging or misordering himself, and passed unapprehended, shall with the pass likewise deliver to the constable or other officer appointed to convey him a note or certificate ascertaining how he is to be conveyed, by horse, cart, or on foot, and whither, and what allowance such constable or other officer is to have for conveying such person to the place to which he is to pass him.

The

The constable is to convey the person named in the pass in such manner and time, as by the pass directed, the next direct way to the place he is ordered to be sent, if such place be in the same county, &c. where the person was apprehended, or any county, &c. next adjoining.

When the place, to which the person apprehended is to be sent, lies remote, and there be one or more counties, &c. intervening, the constable or other officer shall cause the person or persons named in the pass to be conveyed to the next house of correction in the same county, riding or division, where he or they shall dwell, and deliver him to the governor or master thereof, with the pass and certificate, taking his receipt for the same. *Stat. 13 Geo. 2.*

But such house of correction often lying out of the direct road to the place where such person is to be passed, the justice or justices may send any person or persons, who shall be apprehended as a rogue, vagabond or incorrigible rogue, to the house of correction in the county, riding or division where he or they dwell, or to any house of correction in the next county, &c. as shall be most convenient for the passing such person or persons. *Stat. 14 Geo. 2.*

The governor or master of such house of correction is to receive him and give such receipt, and with all convenient speed to convey him, in such manner as by the certificate is directed to some house of correction in the adjoining county, &c. that lies in the most direct road to the place such person is ordered to be sent, or nearest to such road, and deliver him with the pass to the governor or master of the house of correction in such adjoining county, &c. who is to receive the person so brought, and the pass by which brought, and to give a receipt for the delivery of such person to him upon the certificate, and without delay to apply to some justice in the same county, who shall make the like certificate, and deliver it to the governor or master of the last house of correction, who shall with speed convey the person named in the pass with the former pass unto the house of correction in the next county, &c. in the way to the place such person is to be conveyed,

veyed, and so from house of correction in one county to house of correction in another, till he comes to some house of correction in the county, &c. wherein the place is to which such person is to be sent, there to be kept to hard labour for any time not exceeding one month.

And then such person shall be conveyed to such place, and delivered to the church-warden, chapel-warden or overseer of the poor of the same place, who is to receive such person, together with the pass, and provide for him accordingly, and give the like receipt.

The parish or place, to which any rogue, vagabond or incorrigible rogue shall be conveyed by pass as aforesaid, shall take care to imploy in work or place in some work-house or alms-house the persons so conveyed to them, until he shall betake himself to some service or other employment.

In case such person shall refuse to work or betake himself to some service or employment, the overseers of the poor of the parish or place may cause him to be carried to a justice in order to be sent to the house of correction there to be kept to hard labour. *Stat. 13 Geo. 2.*

*Of rogues, vagabonds and beggars brought from abroad.*

**I**F the master of any ship or vessel, or other person having command in the voyage, shall bring into this realm from the *Isle of Man, Jersey, Guernsey or Scilly*, or any foreign plantation, any rogue, vagabond, or any person likely to live by begging, being a native of any of the said islands or plantations, and the person or persons so brought shall be apprehended wandering or begging, or otherwise misordering himself, such master, &c. shall forfeit 5 *l.* for every rogue, &c. so brought, besides such money as shall be necessary to defray the charges any constable or other officer shall be put to by apprehending and reconveying back the person so brought over.

The constable of any parish, where any person so brought over shall be found wandering and begging or misordering himself, may cause him to be apprehended and openly whipped, and after put on board any ship  
or

or vessel to be reconveyed and set on shore on the same island or place from whence he was brought, paying for his passage such rate as the justices at their quarter-sessions shall appoint.

And in case such constable shall make appear on oath before a justice what expence he hath been put to on such occasion, the justice may by order under his hand and seal direct the payment thereof, as also of the said penalty of 5*l*.

In case such master or other person, &c. shall not pay the monies so ordered on demand, the justice by warrant under his hand and seal may levy the same by distress and sale of the ship or any goods in the same while within the jurisdiction of such justice.

If the master or ship shall be gone out of the jurisdiction of the justice, the order of the justice may be removed by *certiorari* into the King's Bench, and being there filed, the judges of the court are to direct process for staying and arresting the ship, and detaining the same, till the money mentioned in the order, and the charges of issuing and executing such process, shall be fully satisfied, or otherwise to award process for levying the said money by *ca. sa. fi. fa.* or *elegit* against the master or owners of the ship or vessel, as the court shall think proper.

If the master or owners of the ship or vessel shall in the King's Bench shew any probable ground of grievance by the said order, he or they may be admitted to traverse the said order, giving security by recognizance or otherwise in the penalty of 50*l*. to satisfy the costs of such traverse if determined against him or them. *Stat. 13 Geo. 2.*

*Of rogues, vagabonds, and incorrigible rogues apprehended in Scotland, whose settlement is in England.*

A Justice of peace of any shire or stewarty in Scotland next adjoining to Cumberland, Northumberland and Durham, or town of Berwick upon Tweed, may cause any constable, or other officer, to convey any persons apprehended within his jurisdiction, or brought

brought to him from that part of the united kingdom, as rogues, vagabonds, or incorrigible rogues, whose settlement shall, on examination, appear to be in *England*, to the first house of correction in *Cumberland*, *Northumberland*, *Durham*, or town of *Berwick upon Tweed*, and deliver him to the governor or master thereof, taking his receipt for him, who is to receive such person, and give such receipt, and forthwith to apply to some justice, who shall cause such person to be conveyed to the place of his legal settlement (if within the said counties or town) or else to the next house of correction in the most direct or proper way to his legal settlement, in manner aforesaid. *Stat. 13 Geo. 2.*

*Of vagrants whose settlements are in Ireland, or other places abroad.*

THE master of any ship or vessel bound for *Ireland*, the *Isles of Man*, *Jersey*, *Guernsey*, or *Scilly*, is, upon a warrant directed to him from a justice of the county, &c. where the ship or vessel shall lie, to take on board such vagrants as shall be named in the warrant, and convey them to such place in *Ireland*, &c. as such ship or vessel shall be bound to, or arrive at; and for the charges thereof such master shall take, and the constable, or other person who serves him with such order, shall pay him such rate per head as the justices at the quarter-sessions shall appoint; and such master is on the back of the warrant to sign a receipt for the money so paid, and for the vagrants so brought and delivered; which warrant so indorsed shall be produced to the justice who signed and sealed the same, and on his allowance the money is to be repaid by the county as money is to be paid for conveying vagrants from county to county.

Every master of a ship refusing to receive or transport such vagrants, or to indorse and sign such receipt, shall forfeit 5 *l.* to the use of the poor of the parish, to be levied by distress and sale of the ship, or any goods in the same, by warrant under the hand and seal of the justice, returning the overplus (if any) on demand, after the penalty and charges of levying the same. *Stat. 13 Geo. 2.*

*Of*



*Of persons whose settlement is in Scotland.*

**T**HE constable, or other officer of any parish or place in *Cumberland, Northumberland, Durham,* or town of *Berwick upon Tweed*, and every governor or master of any house of correction in the said counties or town, shall, on any person's being delivered to them as aforesaid, whose place of legal settlement is in *Scotland*, convey such person into the next adjoining shire, stewarty, or place in *Scotland*, and deliver him to some constable or other officer of the next parish, district or place within the said shire, &c. taking his receipt for him, and such officer is to receive such person, give such receipt, and dispose of him according to law. *Stat. 13 Geo. 2.*

*Of rates, allowances, &c. for passing rogues, vagabonds, and incorrigible rogues.*

**T**HE justices at their sessions may appoint what rates or allowances *per mile*, or otherwise, shall be made for passing, conveying or maintaining rogues, vagabonds or incorrigible rogues, and settle such other rules, orders and directions for the more regular proceeding or acting therein, as they shall think proper; which rates, allowances, orders, rules and directions shall be observed by all justices, constables, officers, and other persons within the same jurisdictions.

In case any petty constable, or other such officer, shall bring to any high or chief constable any such certificate as aforesaid, ascertaining how and for what rates or allowances he shall be required to convey any rogues, vagabonds, or incorrigible rogue, together with a receipt or note from the church-warden, chapel-warden or overseer of the poor, or governor or master of any house of correction to whom such persons were delivered, the high or chief constable shall pay the petty constable, or other officer, the rates or allowances ascertained by such certificate, taking the certificate, and a receipt for the same.

The high constable shall be allowed the same by the treasurer of the county, &c. on passing his accounts,

counts, upon his producing and delivering up such certificate and receipt, and giving his own receipt for the same to the treasurer.

The justices, at the general or quarter-sessions, shall allow the same to such treasurer in his accounts, upon his producing and delivering up the vouchers aforesaid.

In case any high or chief constable shall not pay the petty constable the rates or allowances ascertained by such certificate and receipt on demand, a justice, by warrant under hand and seal, may levy double the sum ascertained by such certificate, by distress and sale of the goods of such high or chief constable, and thereout to allow the petty constable, or other officer, the sum ascertained by such certificate and receipt, and such other recompence for his trouble, loss of time and expences, as the justice shall think fit.

In places where there is no high or chief constable, the petty constable or other officer, shall be allowed what he shall so pay in his accounts, upon producing and delivering up such vouchers.

The treasurer of the county, &c. shall pay out of any public money in his hands, to governor or master of the house of correction within the said county, &c. all such Money as he shall have expended in conveying such rogues or vagabonds, the governor or master producing to him such certificate as before directed, together with a receipt or note from the governor or master of the house of correction, or churchwarden, chapel-warden, or overseer of the poor to whom such persons so conveyed were delivered, and giving his own receipt for the same.

The justices at the sessions shall allow the same to the treasurer in his accounts, upon his producing and delivering up such voucher. *Stat. 13 Geo. 2.*

*Penalties on counterfeiting or altering passes, and not actually conveying and delivering the persons according to the pass.*

**I**N case any petty constable or other officer or governor, or master of any house of correction, shall counterfeit any such certificate, receipt or note, or make,  
or

or knowingly permit any alteration to be made in such certificate, receipt or note, he shall forfeit 50 *l*.

And in case he shall not actually convey, or cause to be conveyed the person thereby intended to be conveyed to the place, where, by virtue of any pass to be made as aforesaid, he ought by such petty constable, other officer, or governor or master of any house of correction, to be conveyed, or shall not deliver him to the proper person and place to which he ought to be conveyed; or in case any governor or master of any house of correction, or any church-warden, chapel-warden, or overseer of the poor, shall refuse to receive any such person sent to them, or to give a receipt or note as before directed; the constable, officer, governor, or master of the house of correction, church-warden, chapel-warden, or overseers of the poor, shall forfeit 20 *l*.

The respective penalties to be levied by distress and sale of the offender's goods by warrant or order of the justices of the county, &c. where the offence shall be committed, at their sessions; one moiety to be paid to the person who shall make information against such officer, and the other moiety to be paid to the treasurer of the county or place, to be applied by him as part of the public Stock. *Stat. 13 Geo. 2.*

*Penalty on officers neglecting their duty;  
and on others disturbing them therein.*

**I**N case any constable, or other officer, or governor or master of any house of correction shall refuse or neglect to perform his duty in apprehending or conveying rogues, vagabonds, or incorrigible rogues, or be otherwise defective, remiss or negligent in his duty before mentioned; or in case any person shall disturb the execution of any of the matters aforesaid, or rescue any person apprehended or passing from place to place by virtue thereof, or shall be advising, aiding or assisting to his escape, and be thereof convicted upon the oath of one witness, before a Justice, the person so offending shall for every offence forfeit any sum not exceeding 5 *l*. nor less than 10 *s*. to the use of the poor where

where the offence shall be committed, to be levied by distress and sale of the offender's goods, by warrant from such Justice.

If sufficient distress cannot be found, the justice may commit the offender to the house of correction, there to be kept to hard labour for any time not exceeding two months. *Stat. 13 Geo. 2.*

*Penalty on permitting rogues, vagabonds, or incorrigible rogues to lodge in barns, &c.*

**I**F any person shall knowingly permit or suffer any rogue, vagabond, or incorrigible rogue to lodge or take shelter in his house, barn, or other out-houses or buildings, and shall not apprehend and carry such rogue, vagabond, or incorrigible rogue before a justice, or give notice to some constable or other officer so to do, such person being thereof convicted, either by confession, or on oath of one witness before two justices, shall forfeit not exceeding 40s. nor less than 10s. One moiety to the informer, the other to the poor of the parish, to be levied by distress and sale of the offender's goods, by warrant from such justices.

If any charge shall be brought on any parish or place by means of any such offence, the same shall be answered to the said parish or place by such offender, and be levied by distress and sale of his goods and chattels as aforesaid.

And for want of sufficient distress to answer such forfeiture or charge, the offender shall be committed by such justices to the house of correction, there to be kept to hard labour for any time not exceeding three months. *Stat. 13 Geo. 2.*

*Of houses of correction.*

**U**PON the presentment of the grand jury at the assizes, great sessions or general gaol-delivery held for any county or liberty, (or at the general sessions or general quarter-sessions in any county or liberty where there is no assize, great sessions or general gaol-delivery. *Stat. 14 Geo. 2*) that there is no house of correction

correction, and that it will be necessary to provide one or more house or houses of correction in any such county, or in any riding, liberty, or division therein; or that the house or houses of correction already provided therein respectively, is or are not sufficient, and that it will be necessary to provide one or more house or houses of correction there, or that such house or houses of correction is or are not convenient or sufficient, or want to be enlarged; the justices of any county, liberty or division, being at the general or quarter-sessions assembled, or the major part of them, have power and authority to build, erect or enlarge one or more fit or convenient house or houses of correction, or to buy or purchase one or more fit and convenient house or houses for that purpose, with a convenient backside or outlet, or convenient backside or outlets thereto adjoining, or to purchase land and erect such house or houses of correction upon part thereof, and to lay out the rest of such land for such backside or backsides, outlet or outlets within any such county, riding, liberty or division, according to the true intent and effect of such presentment.

And the said justices being so assembled at sessions, or the major part of them, may and shall conclude and agree upon raising such sum or sums of money as, upon examination of able workmen, or other persons, shall appear to be necessary for building, erecting or enlarging such house or houses of correction, or for purchasing a house, houses or land (if thought necessary) for that purpose.

And if it shall be thought necessary for that purpose to buy or purchase any house, houses or land, the house, houses or land so purchased shall be conveyed to such person or persons as the said justices so assembled at their general or quarter-sessions, or the major part of them, shall think fit, in trust for the uses and purposes aforesaid.

The justices for any county, at their general or quarter-sessions, or the major part of them, are from time to time to take effectual care that the houses of correction already provided, or hereafter to be provided, within the limits of their respective jurisdictions,



except such houses of correction as have been or shall be erected or maintained by any particular founder or founders, shall be duly fitted up, furnished and supplied with sufficient implements, materials and furniture for keeping, relieving, setting to work, employing and correcting all idle and disorderly persons, rogues, vagabonds, incorrigible rogues and others, who shall be sent to, confined or continued in the same.

Two of the justices within the respective hundreds, divisions or jurisdictions where there shall be any house or houses of correction; or any two justices who shall be appointed at the sessions for that purpose, are to visit the same twice or oftner, if need, in a year, and examine the state and management thereof, and to report the same to the next sessions, to the end, that if any thing be amiss therein, the same may, by the order of such sessions, be amended.

If the governors or masters of the said houses of correction shall not set or keep the said idle and disorderly persons, rogues, vagabonds or incorrigible rogues to hard labour, and punish and correct them, according to the direction of the warrants or orders by which they shall be committed to, or detained in their custody, or shall otherwise misbehave themselves, or be defective, remiss or negligent in their duty, the justices, at their sessions, are to set and impose such fines and penalties upon them as they shall think fit and convenient.

The justices at their sessions may, from time to time, appoint or remove the governor or governors, master or masters, or other officers of such houses of correction, and make such orders as they shall think fit, for the better governing and regulating the said houses of correction, and for employing, relieving and punishing the persons therein, or for sending them to or from thence.

In case the person or persons, removed by order of sessions, shall refuse or neglect to quit the possession of such house of correction from whence he or they are ordered to be removed, for the space of ten days next after notice given him or them in writing by the clerk of the peace, any two or more justices (upon producing such order, or an attested copy, and upon oath made before them of such notice having been given to

the person or persons so removed, and of his or their having neglected or refused to quit possession) may, by warrant under their hands and seals, direct the sheriff to remove him out of such house of correction, and he is to clear the possession, as upon a writ of *habere facias possessionem*. Stat. 13 Geo. 2.

*Justices at sessions to cause such sums of money as shall be necessary for the matters aforesaid to be paid by the treasurer of the counties.*

**T**O defray the expences of apprehending, passing, conveying and maintaining rogues, vagabonds and incorrigible rogues, and the expences of erecting, purchasing, enlarging, altering and repairing houses of correction, and of purchasing land to erect them upon, and for backfides and outlets, and of fitting up and furnishing such houses of correction, and of sending persons to and from the same, and employing them there, as before directed, and for defraying all other expences necessary for the execution of the matters aforesaid not otherwise provided for: The justices at sessions, or the major part of them, may cause such sum or sums of money, as shall be necessary, to be paid by the respective treasurers out of money raised or to be raised by the statute of 12 G. II. *for more easy assessing, collecting and levying county-rates.*

*The form or purport of the pass to be used for the passing rogues, vagabonds and incorrigible rogues, according to the foregoing directions.*

To the constable of the parish of \_\_\_\_\_ in the county of \_\_\_\_\_ or to the tithingman or other officer (as the case shall be) and also to the governor or Master of the house of correction at \_\_\_\_\_ within the said county, and likewise to all the governors or masters of all houses of correction, whom it may concern, to receive and convey; and to the church-wardens, chapel-wardens or overseers of the \_\_\_\_\_ the

## to Parish Officers.

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the poor of the parish, place or precinct (*as the case shall be*) of                      in the county of                      or either of them, to receive and obey.

**W** Hereas                      was or were apprehended in the parish of                      or in the town of                      or other place [*describing it*] as a rogue and vagabond, or as rogues and vagabonds, and brought before me or us, one, two or more of his Majesty's justices of the peace for this county, riding, city, borough, town, corporate, division or liberty, and upon examination of the said                      taken before me [*or us*] upon oath it doth appear, that he, she or they is a rogue and vagabond, or are rogues and vagabonds within the true intent and meaning of the statute in that case made and provided, and that his, her or their last legal settlement is at                      in this county, or the county of                      or that the said                      was or were born in the parish of                      in this county, or in the county of                      and hath not since obtained any legal settlement, or that the said                      is or are under the age of 14 years, and hath or have a father or mother living or abiding in the parish or town of                      or other place [*describing it*] or that the said                      was or were last found begging or misordering him, herself or themselves in the parish or town of                      or other place [*describing it*] and passed through the same unapprehended, and the place of his, her or their legal settlement, birth or parents abode, cannot be discovered: These are therefore to require you the said constable or other officer, [*as the case shall be*] to convey the said                      in the next direct way to the said parish or town of                      or other place within the said county or next adjoining county [*as the case shall happen, describing it*] and there to deliver him, her or them to some church-warden, chapel-warden or overseer of the poor of the same parish, town or place, to be there provided for according at law: And you the said church-wardens, chapel-wardens and overseers of the poor, are hereby required to receive the said person or persons, and provide for him, her or them as aforesaid; or in case the said place be not within the same or

next adjacent county, riding, city, borough, town corporate, division or liberty, then to convey the said to the house of correction at in the said county or place, and you the said governor or master of the said house of correction to receive the said into your custody, and him, her or them, to convey or cause to be conveyed to the first house of correction in the next county or place in the direct way to the said parish or town of or other place [*describing it*] and in like manner every other governor or master of every house of correction to whom it may belong to convey the said from house of correction to house of correction, until he, she or they shall arrive at the house of correction belonging to the county, riding, city, borough, town corporate, division or liberty to which the said parish, town or place doth belong, and the master or governor of the said house of correction to convey and deliver or cause to be conveyed and delivered the said to some church-warden, chapel-warden, or overseer of the poor of the said parish or town of or other place [*describing it*] to be there provided for according to law : And you the said church-wardens, chapel-wardens and overseers of the poor are hereby required to receive the said person or persons, and provide for him, her or them, as aforesaid.

*The form of the note or certificate to be delivered as before-mentioned with the pass to the constable, ascertaining how the person is to be passed, and the allowance the constable is to have.*

**W** Hereas by a pass [*reciting the substance or effect of the said pass*] I [*or we*] do hereby order and direct the said person or persons to be conveyed on foot, or in a cart, or by horse, &c. to the said parish or town or in or other place [*describing it*] or to the house of correction at in the way to such parish, town or place [*as the case shall be*] in days time, for which the constable, &c. is to be

be allowed the sum of      and no more. Given under  
my hand [*or our hands*] this      day of, &c.

### Constables.

**O**F constables there are two sorts, high constables and petty constables; the high constable is for the whole hundred, the petty constable is for the parish, village, tithing, borough or liberty.

Constables are officers to the justices of peace, as the sheriffs are to the courts at *Westminster*.

A constable is one of the most antient officers of the realm for the conservation of the peace, and if he finds any breaking it, he may imprison him till he finds sureties by obligation to keep it; but he cannot take sureties by recognizance, because he is no officer of record, and therefore such bond shall be taken in his own name, and not in the name of the King, and shall be certified at the sessions.

If a warrant is directed to a constable by name, commanding him to execute it, though he is not compellable to go out of his own precinct to execute it, yet he may if he will, and shall be justified by the warrant for so doing; but if the warrant be directed to all constables, &c. generally, it shall be taken respectively, and no constable can execute the same out of his own precinct.

The high constables for hundreds are conservators of the peace within their several hundreds and limits.

All petty constables within the limits of their several parishes, &c. are conservators of the peace by virtue of their office.

*A.* was elected constable for the liberty of *St. Albans*, but refused to serve, alledging he was not within the liberty; the justices committed him till he took upon him the office. Upon a *habeas corpus* being brought, the court said, the justices ought first to have indicted him for the refusal, and if he had been convicted, to have fined him, and committed him upon that, especially in this case, where he affirms himself to be out of the liberty.



The name and office of a constable is the same with borstholder in *Kent*, thirdborough in *Warwickshire*, and tithing-man, headborough and borough-head in other places.

Constables by the common law were to be chosen at the leet or torn. The justices may appoint a constable in such place where there never was one before. A Constable elected by the inhabitants of a hamlet according to custom, and sworn in the leet, cannot be displaced by the justices of peace, but the Lord that approved of the choice may, for just cause, remove him; in case any constable, headborough or tithingman shall die, or go out of the parish, any two justices of peace may make and swear a new constable, &c. until the lord shall hold a court, or until the next quarter-sessions, who shall approve of the officer so made and sworn, or appoint another, and if any officer continues above a year in his office, the justices of the peace in their quarter-sessions may discharge him, and put another in his place, till the lord of the manor hold a court.

High constables or constables of hundreds were not *ab origine*, but came in with justices of the peace: They were created by the statute 13 E. 1. c. 6. and their duty is thereby, limited though subsequent statutes have enlarged their power; but being created by act of parliament, they have no more authority than the act that created them, or some subsequent statutes, have given them, and cannot prescribe, as an officer by the common law; they are chosen by the justices of peace, and may for just cause be removed by them.

Lord chief justice *Holt* said, That no man who keeps a public house ought to be a constable. A rule worthy observation.

### *The constable's oath.*

**Y**OU shall well and truly serve our sovereign Lord King George the second (if sworn in a leet, then the oath is, *and the Lord of this leet*) in the office of a constable, in and for the hundred of, &c. (or parish, &c.) for the year ensuing, or until  
you

you shall be thereof discharged according to due course of law. You shall well and truly do and execute all things belonging to the said office, according to the best of your knowledge.

*So help you God.*

*The duty of a constable, as to affrays.*

**I**F one assaults, and with opprobrious words abuses a constable in the execution of his office, he cannot commit him to prison, there to remain till punished, but must carry him before a justice of peace to commit him.

A constable for breach of the peace in his presence may imprison a man in the stocks (which a high constable cannot do) but if the peace was not broke in his presence, he cannot administer an oath.

If any man shall make an affray or assault upon another in the presence of a constable, he may commit the offender to the stocks or some other safe custody for the present, and after may carry him before some justice of the peace.

A constable may command the help, aid and assistance of others, to arrest and pacify all such who in his presence and within his limits, by word or deed, shall go about to break the peace.

The constable, in case of an affray, ought in the King's name to command the affrayers, or such as are about to make an affray, to cease and depart; and if the constable being present doth not endeavour to part them, or being applied to shall refuse to come and see the peace kept, he may be indicted for it at the sessions, and shall be deeply fined.

If the affrayers will not depart, but will continue the affray, the constable may command the assistance of others for quelling them, and may justify hurting them if they resist.

The constable may imprison the affrayers till their heat be over, he may imprison them till they find sureties for the peace; and if any of the parties have received a dangerous hurt, the constable may carry the offender to gaol or to a justice of peace, to find sure-

ties to appear at the next sessions of the peace, and he may justify the beating such offender if he obey not the arrest, or offer to fly, or make resistance.

It is not properly an affray, unless some blow be struck or offered to be struck, or some weapon be drawn; using hot passionate words is no affray; neither can the constable in such case lay hands on the party, unless he shall threaten to beat, wound or kill another, when although such words be no affray, the constable may arrest the person so threatening, and carry him before a justice of peace in order to be bound to keep the peace.

If an affray be in a house, and the door be shut, the constable may break open the door.

If persons guilty of an affray fly into another man's house, the constable on fresh pursuit may break into the house to apprehend the offender; after an affray is over, the constable cannot without a warrant arrest the affrayers, except some person be so wounded in the affray, as that his Life is in danger.

#### *As to alehouses.*

**H**E is to levy 20*l.* to the use of the poor, on such as keep unlicensed alehouses, the distress to be sold in three days, and if no distress, he is to whip the offender, under the penalty of being committed till the alehouse is punished, or until he pay 40*s.* to the use of the poor.

He is to levy 20*s.* on alehouse-keepers selling less than measure, under the penalty of 40*s.* to be levied by distress; and if no distress, he is to be committed.

On every person convicted of drunkenness, he is to levy 5*s.* for the poor; and if the party be not able to pay, he must sit in the stocks six hours.

#### *As to arms.*

**H**E may take arms from them who ride or go unlawfully armed in terror of the people, and may carry such person before a justice to find sureties.

He

He may assist such persons as have a warrant from a lord lieutenant or deputy to search for arms, and which must be in the day time, unless in towns, and if resisted may enter with force.

*As to bakers.*

THE penalty inflicted on bakers by mayors, justices, &c. for making bread deficient in weight and goodness, are to be levied by a constable.

*As to bawdy houses.*

A Constable may with others called to his assistance enter bawdy houses, or other suspicious houses, and arrest persons in company with lewd women, and may carry them before a justice of the peace to be bound to their good behaviour.

*As to bridges.*

WHEN a common bridge is in decay, and it cannot be known who or what lands are liable to repair it, the constable and two of the most able inhabitants of the parish must make an assessment for repairing the bridge, and four justices of the peace must allow such assessment.

*As to carriages.*

Constables on the order of a justice of peace are to provide carriages on the marching of soldiers, at the rate of a waggon and five horses 1 s. per mile, and for a cart and four horses 9 d. per mile.

*As to cattle.*

Constables, tithingmen, &c. are to seize all cattle, sheep, &c. imported from Ireland or other parts beyond the seas (except 600 yearly from the Isle of Man) as forfeited for the use of the poor; English or other cattle intermixed with Irish cattle to be deemed Irish.

*As to clothiers.*

**H**IGH constables may hear and determine complaints of clothiers and their work people, and search for and seize ropes, engines, &c. for the stretching of cloth.

*As to conventicles.*

**C**onstables, headboroughs, &c. are to levy fines imposed on those who shall be present at conventicles, and on a justice's warrant may enter such houses, or being refused entrance may break open the door, and take into custody persons unlawfully assembled.

Constables knowing or being credibly informed of any conventicle within their precinct, and not giving information thereof to some justice of peace, and endeavouring to convict the offenders, forfeit 5*l*.

Protestant dissenters are excepted in this case; but if any assembly of dissenters shall be held in any place with the doors locked or bolted during the time of divine service, they are liable to prosecution as others, notwithstanding their taking the oaths.

*As to the customs.*

**C**onstables must upon request assist such persons who have a warrant from the lord treasurer, barons of the Exchequer, or chief magistrates of ports to search for goods which have not paid custom, and he may (if within one month after the offence) enter into any house in the day-time, and if resisted, break it open.

He must be assisting to all persons appointed by the King to manage his customs.

*As to deer-stealers.*

**D**EEB-stealers forfeit 20*l*. being convicted before one justice, either by confession or oath of one witness, of coursing or hunting deer in any place inclosed, and 30*l*. for every deer taken, wounded and killed;



killed; these penalties the constable is to levy, by warrant from a justice, or may detain the offender, not exceeding two days; if he do not presently pay the money on conviction, till he can make a return of his warrant of distress.

He may enter any suspected place by a warrant from a justice of peace, and carry away venison, skins of deer, toils, &c. and the offender before a justice of peace, to give an account how he came by them.

*Deserters.*

**A**NY constable, &c. has power to take up a person suspected of desertion, and to bring him before a justice; and if upon examination it shall appear that he is a listed soldier, the justice shall commit him to the county gaol, and give an account thereof to the secretary at war.

*Distresses.*

**C**onstables are to assist landlords in making distresses for rents, and to administer the following oath to the appraisers, *viz.*

You do swear that you will faithfully appraise and value the goods now taken in distress, and mentioned in an inventory to you shewn as between buyer and seller, according to the best of your skill and understanding; You shall not thro' partiality, interest or otherwise, over or under estimate the said goods, but impartially do your duty herein.

*So help you God.*

*Dogs.*

**A** Constable may by warrant from two justices of peace, search any suspected houses of persons who have no free warren, or who are not lords of manors, or who have not inheritance of 40*l.* a year, or a freehold of 80*l.* *per annum*, or who are not worth 800*l.* and keep dogs, nets, &c. and may kill and destroy them. *Sed vide postea*, what estates persons must have to be qualified to keep dogs, nets, &c.

*Drunken-*

*Drunkenness.*

**C**onstables are to levy the sum of 5*s.* on persons convicted of drunkenness; and if the person is not able to pay it, he must be set in the stocks for six hours.

*Dyers.*

**C**onstables are to assist searchers of died cloths to enter and examine whether any cloths or stuffs are deceitfully dyed, and the penalties inflicted on dyers for dying cloth deceitfully are to be levied by a constable, by warrant from two or more justices.

*Escapes.*

**A** Constable permitting a felon to escape, before arrested, is guilty of a misdemeanor, and for which he may be indicted and fined; and if the felon be actually in custody, and then he voluntarily permits him to escape, it is felony in the constable; but if the escape be involuntary, it is only fineable; and a constable may discharge any person arrested on suspicion of felony only, where no felony is committed; but otherwise he must not discharge him, though he knows the party is innocent; he may put a felon in the stocks, and lock him up or put irons upon him, or pinion him, to prevent his escaping.

*Excise.*

**A** Constable is to attend the officers of excise, on request, and enter with them into brewhouses and other places for discovering frauds, and by warrant is to levy the penalties on offenders against any law of the excise, by distress.

*Felony.*

**C**onstables are bound *ex officio* to endeavour the taking of felons, and may raise men to assist them; they may likewise apprehend on suspicion, and upon

Upon complaint or common fame may search suspicious houses.

If a felon fly, the constable may seise and make an inventory of his goods, and send hue and cry after him, and give the next constable notice.

### *Fish.*

Constables are to levy the penalty of 10*s.* for fishing in a river without the owner's consent, or on those who fish with unlawful nets within five miles of the sea-coast, and to search for unlawful nets, engines, &c.

### *Forcible entry.*

If the constable refuse to assist the justice in removing the force or carrying the offender to gaol, he may be committed himself and fined.

### *Game.*

He may carry any higler, chapman, victualer, &c. having any hare or other game in his custody, before a justice of peace, and by a justice's warrant he may search suspected houses for game, &c. He may carry persons not qualified to kill game before a justice, for keeping greyhounds, setting dogs, &c.

### *Gaming.*

He must once a month search houses wherein unlawful games shall be kept, as tables, cards, &c. and may commit the master of the house and the gamers, till they find sureties not do the like again. If the constable neglects, he forfeits 40*s.* for every default.

### *Gaol.*

If a gaoler refuses to receive a felon, the constable may either secure the prisoner in his own house, or carry him back to the town where apprehended, and the

the town shall be chargeable for keeping him till the next gaol-delivery, where the gaoler shall be punished.

### *Hawkers.*

**C**onstables refusing to assist in putting in execution the laws against hawkers, forfeit 40 s. and any person may seize a hawker till he produces his licence.

### *Hedge-breakers.*

**C**onstables are to whip hedge-breakers, robbers of orchards, &c. on their not making satisfaction, as ordered by a justice of peace; procurers and receivers of stolen wood are liable to the same punishment.

Constables may apprehend persons carrying bundles of wood, suspected of being hedge-breakers, or having in their possession any under-woods, poles, young trees, gates, stiles, &c. and carry them before a justice of peace.

### *Highways.*

**B**y stat. 3 & 4 W. & M. the constables and inhabitants must yearly meet the day after *Christmas* day, to make lists of persons qualified to be chosen surveyors of the highways, which list the constable must return to the justices at a special sessions on the third of *January* following, under the penalty of 40 s.

Constables are to be aiding and assisting in putting the acts in execution, relating to the repairing the highways, on penalty of 40 s. and are to levy the penalty relating to scavengers, and defaults in clearing the streets of *London*.

### *Horses.*

**A** Constable must assist such who call him to seize stone-horses put into common where mares are usually kept, which horses are not (at the age of two years) 15 hands high, the horses must be brought to the next pound, and measured by the constables in the presence of three men; if he refuses he forfeits 40 s.

In fen grounds the horses may be but 13 hands high.

*Hut*

*Hue and cry.*

**A** Constable is to raise hue and cry upon notice, and describing the felon, and telling him which way he is gone, and for this purpose he may call the parishioners to assist him in the pursuit of the felon to the next constable, and he to the next, &c. If he refuse to pursue the offender, he may be indicted.

*Inns.*

**I**F a common inn-keeper or alehouse-keeper shall refuse to lodge a traveller or to provide him victuals, &c. who offers to pay him ready money for the same, the constable on complaint may cause such inn-keeper, &c. to be indicted at the next sessions, where the justices may punish him by fine and imprisonment.

If the traveller does not approve of this method, he may bring his action at law against the inn-keeper in any of the courts at *Westminster*.

*Juries.*

**A**T *Michaelmas* sessions yearly, constables, &c. are to give to the justices of peace a list of the names of all persons qualified to serve on juries between the age of 21 and 70 years; the qualifications are 80*l.* *per annum* for a grand jurymen, and 10*l.* *per annum* for a petty jurymen, except in corporations where a freeman worth 40*l.* in goods may serve on a petty jury.

High constables are to issue their precepts to petty constables, to prepare such lists by virtue of a warrant from the justices in their sessions.

Lists of jurors qualified are to be made from the rates of each parish, and yearly fixed on the doors of the church, &c. 20 days before *Michaelmas*, that public notice may be given thereof; the returning officers, as constables, &c. wilfully omitting persons qualified, or inserting wrong names, shall forfeit 20*s.*

Constables



Constables having completed the lists may subscribe them in presence of a justice, and attest them on oath to the best of their knowledge; and the said list being signed by the justice shall be delivered by the constable to the high constable, who is to deliver the same at the quarter-sessions in open court, attesting on oath his receipt thereof from the constable, and that no alteration hath been made therein.

By the *stat. 3 Geo. 2.* Any person having land in his own right, of the yearly value of 20*l.* over and above the reserved rent, being held by lease for the absolute term of 500 years or more; or for 99 years, or any other term determinable on one or more lives, may be summoned to serve on juries as freeholders may.

### *Labourers.*

**I**N hay or corn harvest, a constable may set artificers and ordinary tradesmen to work, being required by those who want labourers, and put them in the stocks for two days and a night, if they refuse.

### *Land-tax.*

**C**onstables are to give assistance in collecting the land-tax, and taking of distresses, &c. on default of payment.

### *Malt.*

**C**onstables have power to search for bad malt, and if they find any deceitfully made, or bad mingled with good, they may, with the advice of a justice, cause the same to be sold at such rates as the justices shall please.

### *Measures.*

**C**onstables are to search and examine if any persons use other measures than *Winchester* measure, and agreeable to the standard.

*Militia.*

**C**onstables are to levy the money charged upon any person by the lord lieutenant or his deputy, for the providing arms for the horse and foot soldiers.

*Ministers.*

**A** Constable may, by virtue of his office, apprehend any person disturbing a minister, and carry him before a justice of peace.

*Plague.*

**H**E may command any person infected to keep within his house, and if after such command he wilfully go abroad having a sore upon him, it is felony; and if no sore, he may be punished as a vagabond, and bound to his good behaviour for a year.

*Popish recusants.*

**C**onstables are to certify to the quarter-sessions the names of popish recusants convicted, returning to the place of their birth.

*Presentments.*

**C**onstables are to make presentments on oath at the quarter-sessions and the assizes, of all things within their knowledge against the peace and relating to their office.

*Prisoners and prisons.*

**C**onstables are to levy money for reparation of gaols by warrant from the justices, &c.

The house of correction and the counters of the sheriffs of London are the common prisons for the offenders for breach of the peace.

Constables may convey persons thither, taken up by the watch late at night, and who are unruly or suspicious.

### Riots.

**H**E is, *ex officio*, to suppress all riots, and to commit the offenders and all such who break the peace.

### Robbery.

**W**HERE damages are recovered against a hundred, for a robbery committed on the highway, and two justices have set a tax upon the several parishes in the hundred, the constables in every parish are to tax particularly every inhabitant of those parishes, and levy the same by distress.

### Rogues.

**V**IDE *ante fol. 31. title Idle and disorderly persons, rogues, vagrants and incorrigible rogues.*

### Sabbath.

**T**HOSE who on the Lord's day shall resort to bowling, wrestling, dancing, ringing or other sports whatsoever, forfeit 5 s. if above 14 years of age, if under 1 s. which the constable must levy by warrant of a justice; and if no distress, then to be put three hours in the stocks; he must also levy 6 s. on any butcher who shall kill or sell flesh on that day.

### Soldiers.

**C**onstables, tithingmen, &c. are to quarter soldiers in inns, ale-houses, victualing houses, &c.

If any high constable, &c. shall receive or agree for any money or reward to excuse any person from quartering of soldiers, or if any victualler shall refuse to receive any soldier, and be thereof convicted by the oath of the constable, &c. before one or more justices,  
in

In either of these cases a penalty not exceeding 5 *l.* nor less than 40 *s.* is incurred, to be levied by distress and sale, by a justice's warrant, to be levied by any other constable, &c. to the use of the poor.

Any one or more justices may command any high constable, or other constable, &c. to give an account in writing, of the number of officers or soldiers billeted by them, and of the names of the persons on whom billeted, and their signs.

*Superfedeas.*

**I**F any constable have a warrant to execute for surety of the peace, and afterwards having a *superfedeas* from the Chancery or King's Bench, or any justice of peace, and he persists to have the party find sureties, and detains him on that account, it is false imprisonment.

*Swearing.*

**C**onstables are to levy the penalty for prophane swearing, which is 1 *s.* for a servant, labourer &c. and 2 *s.* for every other person, to the use of the poor, double for the second offence, and treble for the third, to be levied on the warrant of one justice, by distress; and if no distress, the offender to be set in the stocks.

*Tithes.*

**C**onstables and headboroughs, by virtue of a warrant from two justices, are to levy the money adjudged for refusing the payment of small tithes, by distress and sale in three days, and may retain the charges of making the distress.

*Tobacco.*

**A** Constable, upon information of planting above half a pole of tobacco, must within 10 days destroy it.

*Vagrants.*

*Vagrants.*

**V**IDE *ante fo. 31. title Idle and disorderly persons, rogues, vagrants and incorrigible rogues.*

*Watch.*

**C**onstables must cause night-watches to be set from *Whitsuntide* till *Michaelmas*, from sun-set to the rising thereof, with four men or more, who must be able, and inhabitants of the place, and watch by turns; if they refuse, the constable must complain to a justice of peace, who may bind the party refusing to his good behaviour.

The inhabitants are not compellable to watch at the will of the constable, but only in turn, according to the use and custom of the place.

*Of surveyors of the highways.*

**O**N the 26th of *December* in every year, unless it be *Sunday*, and then on the 27th the constables, headboroughs, tithingmen, church-wardens, surveyors of the highways, and inhabitants in every parish are to make a list of a competent number of inhabitants who have in their own or their wife's right hereditaments of 10*l. per ann.* or a personal estate of 300*l.* or are occupiers of lands of 30*l. per ann.* and if there be no such, then a list of the most sufficient inhabitants, and shall return the list to two justices of the peace in or near the division, at a special sessions to be held within the division on the 3d of *January*, or within 15 days after, of which the justices are to give 10 days notice to the constables, &c. of every parish, and the justices are to nominate under their hands and seals, out of the said list, one or more surveyors of the parish for the year ensuing, who are to execute the office, under the penalty of 5*l.*

There are to be six days appointed for repairing the highways.

During those six days, every person for every ploughland in the parish (he who occupies wood-land or other land to 50*l. per annum*, shall be deemed to have a plough-



plough-land) and every other person keeping a plough or draught shall find or send a wain or cart furnished with oxen, horses, or other cattle, with other necessities convenient for that purpose, and two able men with the same; and every householder, cottager and labourer able to work, that is not a hired servant by the year, shall labour upon every of the said six days; and if there be no need of the carriages, the persons that should have sent them shall send two able men for every carriage so spared, bringing with them all things material for such work, and all shall work for the space of 8 hours a day, unless otherwise licensed by the surveyor.

Every one that shall be assessed to any subsidy to 5 *l.* in goods, or 40 *s.* in land, and not otherwise chargeable to the highways, but as a cottager, shall find two able men.

Every one having a plough-land in divers parishes shall be chargeable to the highways within the parish in which he dwells, as any person having a plough-land in one parish.

Every person occupying divers plough-lands in several towns, shall find in each town or parish one cart, wain, tumbrel, dung-pot or courtstead, car or dray, furnished for the amendment of the highways, as if he were a parishioner dwelling within such parishes.

Where there is no use of carts for the amendment of the highways, but the practice is to carry materials on horses or other carriages, the inhabitants shall send in such their horses as are accustomed to that labour, and their other carriages.

Persons liable to the highways making default (unless on excuse to be allowed by the justices) forfeit for every day-labourer 1 *s.* 6 *d.* for every man and horse 3 *s.* for every cart with two men 10 *s.*

Surveyors of the highways may take of the rubbish or smallest broken stones of any quarries within the parish, without controlment of the owner; and for default of such quarries or rubbish, the surveyors may, in the grounds of any person within the parish adjoining to the ways that are out of repair, dig for gravel, sand or cinder, if likely to be found there, and gather stones upon any land within the parish.

But

But surveyors are not to dig rubbish out of any quarry, but only to take such rubbish as shall be found ready digged, nor to dig gravel, sand or cinder in the house, garden, orchard or meadow of any person, nor to cause any more pits to be digged for gravel in any inclosed ground than one only, and that not in breadth or length above ten yards, and are within one month to cause the same to be filled.

Surveyors have power to turn any water-course or spring being in any of the highways, into the ditch of the ground of any person next adjoining.

Fences adjoining on either side to any highway shall be repaired and kept low, and all trees and bushes growing in the highways cut down, by the owners of the soil inclosed with the said fences.

Every person that shall not repair, ditch or scour any fences adjoining to any highway, or shall not cut down or keep low all trees and bushes growing in or adjoining to the said ways, shall forfeit 10s.

Every one that occupies any lands adjoining to the said ground, so adjoining to any highway, where any ditching or scouring ought to be, shall ditch and scour in their ground so adjoining, whereby the waters conveyed from the highway over the ground next adjoining may have passage over the said ground so next adjoining, on forfeiture of 12d. for every time offending, or every rod not ditched and scoured.

No person having ground adjoining to any highways leading to any market-town, shall cast or scour any ditch, or throw the soil thereof into the highway and suffer it to lie there six months, on forfeiture of 12d. for every load.

No person shall lay in any highway not being 20 foot broad, any stone, timber, straw, dung or other matter, whereby the same shall be annoyed.

If any timber, stone, straw, hay, stubble or other matter for making dung, or on any other pretence, shall be laid in such highway, whereby the same shall be annoyed, the possessors of the land next adjoining shall clear the way, by removing the timber or other matter, and take the same to their own use; and they are to clear the ways of the said nuisances, and to scour their

their ditches, gutters and drains adjoining to the highways, and to cause the earth taken thereof to be carried away, and lay sufficient trunks or bridges, where cart-ways are, into the grounds, within ten days after notice by the surveyors.

If any person, who ought to scour or keep open the ditches and water-courses adjoining to the highways, and to remove any annoyances, shall by thirty days after notice given by the surveyors neglect to do the same, or shall leave the earth of ditches scoured in the highways for eight days, oath being thereof made by the surveyors before the justices at their special sessions, such offender shall, for every eight yards of ditching not so scoured or kept open, forfeit 2*s.* 6*d.* and for every such other offence as aforesaid, any sum not exceeding 5*l.* or under 20*s.* to be levied by distress and sale.

Upon notice given by the surveyors to the justices of peace at their special sessions, and oath made of what money they have laid out in amending the ways; the justices or any two of them, at their special sessions, are empowered by warrant to cause an equal rate to be made for reimbursing the surveyors.

No horse-cauſey in any highway shall be under three foot in breath.

No waggon shall be drawn with more than six horses, and no cart travelling for hire shall be drawn with more than three horses, on forfeiture of all the horses above six in the waggon, and above three in a cart, with all geers and accoutrements to the use of him who shall seize the same. *Stat. 5 Geo. 1. c. 12. 14 Geo. 2.*

The person making such seizure shall deliver the horses to the constable or other parish officer of the same or adjacent town (who are to keep the same) till the person shall make proof on oath before some justice, of the offence committed, and the justice shall issue his precept to such constable, &c. to deliver the horses, &c. to the party who seized the same, paying such reasonable charge for keeping as the justice shall allow. *Same stat.*

No waggon travelling for hire (except from 15 April to 29 Sept.) having the weels bound with streaks or tire of a less breadth than two inches and an half, when worn or set on with rose-headed nails, shall be drawn with more than three horses, on forfeiture of all the horses, above three, with the geers, &c. to be seised as aforesaid. *Same stat. and 14 Geo. 2. 15 Geo. 2.*

If any person shall attempt or endeavour to hinder the seising or carrying away of any seisure for any forfeitures aforesaid, or shall rescue the same, or use any violence to the persons concerned in such seisure, every such person shall on oath thereof made by one witness before a justice of peace, be sent to the common gaol for three months, and forfeit 10*l.* to be levied on his goods, by warrant from such justice; and if the penalty be not paid within three days after distress made, the person distraining may sell the goods. *Same stat.*

The trustees for the repairs of any highway, or any five of them, may erect any engine for weighing carts, waggons, &c. and may cause such carriages or waggons to be weighed, together with the loading, and may take besides toll granted 20*s.* for every hundred weight such cart, waggon or carriage, together with the loading, shall weigh above 6000 weight, to be applied to the repair of such highway. *Stat. 14 Geo. 2.*

On refusal to pay such duty of 20*s.* the hundred, the trustees or any five of them, or any person they shall empower, to levy the same by distress and sale of the goods of the person refusing, as they may levy any other toll. *Same stat.*

Any person obstructing the weighing such cart, waggon, &c. or the distraining for the additional duty of 20*s.* the hundred, shall on oath thereof before one justice of peace be sent to gaol for three months, and forfeit 10*l.* half to the informer, the other for repairing the road, to be levied by distress; if the penalty is not paid in three days after distress made, the distress to be sold. *Same stat.*

This act not to extend to carts, &c. employed about husbandry, or carrying cheese, butter, hay, corn, stone,

stone, timber, or carriages of noblemen and gentlemen, or in his Majesty's service. *Same stat.*

Persons offending against this statute or *stat. 5 Geo. 1.* (being convicted within three days) shall be liable to the several penalties in the said act contained, and their horses, geers, bridles, halters and accoutrements, shall for three days after the offence be liable to seizure and distress as if seized or distrained in the fact during the commission of the offence. *Same stat.*

If any person shall wilfully or maliciously pull down or destroy any turnpike gate, or any port-rail, wall, chain, bar or fence belonging to any turnpike-gate, set up to prevent passing without paying toll, laid by act of parliament, made or to be made, or any house for the use of such turnpike gate, or any lock, sluice or other works on any navigable river, erected by authority of parliament, or forcibly rescue any person, being lawfully in custody for any of the offences before mentioned, every person so offending shall be adjudged guilty of felony, without benefit of clergy.

If any person shall wilfully and maliciously draw up any flood-gates erected by authority of parliament upon any navigable river; every person so offending, being convicted upon oath of one witness, before two justices of the peace of the adjacent county, shall be sent to the house of correction, and be kept to hard labour for one month.

If any person guilty, as aforesaid, of pulling down or destroying any turnpike gate, &c. or any lock, sluice, &c. and being out of prison shall discover and cause to be apprehended one or more who shall commit any such offence, so as they be convicted, every such person on conviction of the offender shall have his Majesty's pardon for the felonies aforesaid.

The inhabitants of every hundred where such offence shall be committed shall make satisfaction for the damages (not exceeding, for any offence, 20*l.*) to be recovered in the name of the clerk of the peace of the county; but if the offender be convicted within 12 months, the hundred shall be repaid out of the tolls.



Any person assaulting any collector of the toll, or threatening him in the execution of his office, or forcibly passing through any turnpike without paying, or forcibly carrying away or detaining any collector, so as he shall not be able to return to his duty for three days, on conviction by oath of one witness, before two justices, shall forfeit 5*l.* one moiety to the informer, the other to the constable of the parish, to the use of the trustees, to be levied by distress, and for want of distress shall be sent to the common gaol for six months, the second offence 10*l.* and for want of distress 12 months imprisonment, and security for good behaviour for seven years.

A collector may seize any person guilty of any of the said offences, and carry him before a justice of peace.

If a constable refuse to execute any warrant under the hands and seals of a sufficient number of commissioners for any turnpike, to levy money for any default, or to execute any warrant under the hands of two justices of the peace, for apprehending any person guilty of any of the aforesaid offences, or if any person shall refuse to assist such constable, such constable or other person shall forfeit 5*l.* for the use of the tolls, to be levied by distress.

### Of scavengers.

**T**HE constables, church-wardens, &c. and inhabitants in every parish within the bills of mortality, are on *Monday* and *Tuesday* in *Easter* week yearly, to choose two tradesmen scavengers, who within seven days after the election and notice, are to take upon them the office, under the penalty of 10*l.* to be levied by distress, by virtue of a warrant from one justice of the peace; and for want of a distress the offender is to be committed. The penalty to be employed in the repairs of the highways and streets of the same parish; and such scavengers are every day, except *Sundays* and holy days, to bring carts into the streets, and to give notice by a bell or otherwise, to take away dirt, &c. and to stay a convenient time, under the penalty of 40*s.*

Within

Within 14 days after the election of the scavengers, the constables, church-wardens, &c. shall make a rate according to a pound-rate, upon the inhabitants for the year following; which being confirmed by two justices of the peace, shall be paid quarterly by every inhabitant; and in case of neglect, shall, by warrant of two justices, be levied by distress, and for want of distress by imprisonment.

The assessment for scavengers of *St. Anne's* and *St. James's* within the liberty of *Westminster*, shall be rated according to the custom of that city.

Scavengers, when new ones are chosen in, must account in 28 days before two justices of the peace, for the monies assessed and collected, and what remains in their hands must be paid to the new officers; and in case of refusal to account and pay over, they shall be committed till they do.

If the justices of peace of any city, market-town or town corporate, shall at their quarter-sessions think it necessary to appoint scavengers for cleaning the streets, they may nominate such person as to them shall seem fit, and order the repairing of such streets as they shall judge necessary, and for defraying the charges, an assessment not exceeding 6*d.* in the pound, may be made upon all occupiers and owners of houses, &c. in such cities, market-towns and towns corporate; and such assessment shall be made and levied as the justices at their sessions shall direct, and the money raised shall be applied and accounted for, according to the order of the justices, for repairing and cleansing the streets; and the assessments being allowed under the hands and seals of the justices, shall be levied by their warrant, by distress and sale of goods, &c. of persons not paying the same within eight days after demand.

Inhabitants in *London*, *Westminster*, *Kensington*, *Southwark*, and the bills of mortality, are to sweep their streets every *Wednesday* and *Saturday*, on forfeiture of 10*s.*

Persons laying dirt, &c. in the streets before their houses, are liable to the penalty of 5*s.* laying ashes, dirt, &c. before the houses and walls of others, or before church-walls, or throwing any noisom thing in the common sewer, highway or private vault, forfeits

20*s.* and hooping or cleaning vessels in the streets, lanes, &c. mending coaches, or sawing timber or stones, throwing dirt, soil, &c. likewise incurs a forfeiture of 20*s.*

Justices in their petit sessions may give scavengers liberty to lay their dirt in vacant places near the streets, satisfying the owners for the damages; and if the demands of the owners are unreasonable, the justices have a power to moderate the price.

Inhabitants are to keep the streets, lanes and allies before their doors paved to the middle of the way, on forfeiture of 20*s.* for every perch or rod, and 20*s.* a week till done. Owners of unoccupied houses are liable to the like penalties.

No person shall keep swine in the houses or back-sides of paved streets, on pain of forfeiting the same to the church-wardens and overseers of the poor to the use of the poor.

One justice may certify to the sessions what new ways are fit to be paved, and owners and inhabitants of houses new built, not paving the ground before their houses, forfeit 40*s.* for every perch or rod, and the like for every week till the same be done; but when paved, they are liable only to such penalties as other inhabitants and owners are.

Antient streets in *London* are to be maintained according to the custom, and cleansing the streets, &c. must be managed according to the antient usage of the city of *London*. The lord mayor or any of the aldermen, may present upon view any offence within the city and liberties thereof, and assess fines, not exceeding 20*s.* payable to the chamberlain for the use of the city.

The wheels of every cart or dray used for carriage within places where the streets are paved, (not country carts or waggons bringing goods to the places aforesaid, or carrying any goods half a mile beyond the paved streets) shall contain the breadth of six inches in the selley, and shall not be wrought about with iron, nor drawn with above two horses after they are up the hills from the water side; and the owners of any such cart or dray to be used as aforesaid, the wheels whereof shall not be six inches in breadth, or shall be  
shod

shod with iron, or drawn with above two horses, shall forfeit 40 s.

If any person drawing any cart, dray or waggon in the streets of *London* and *Westminster*, *Southwark*, and other streets and lanes within the bills of mortality, shall ride upon such cart, &c. not having some other person on foot to guide the same, every such offender being convicted before the alderman of the ward, or a justice of the peace, by the oath of one credible witness, shall forfeit 10 s. to be levied by distress and sale, by warrant of such aldermen or justice, one moiety to the informer, and the other to the poor of the parish; and in default of payment, the offender to be sent to the house of correction, to be kept to hard labour for three days.

No person shall carry at one load, in *London* or *Westminster*, or within 10 miles thereof, in waggons or carts, having their wheels shod or bound with tire or streaks of iron, more than 12 sacks of meal, each sack containing five bushels, nor more than 12 quarters of malt, nor more than seven hundred and a half of bricks, nor more than one chaldern of coals, on forfeiture of one of the horses with the geers, to any person that shall seize or distrain the same, in like manner as in case of waggons drawn with six horses, before taken notice of.

Owners of hay brought into the hay-market, are to pay 3 d. per load, and for straw 1 d. to such as the justices of peace shall appoint, towards mending the street called the *Hay-Market*; and no person shall suffer their waggons, carts, &c. to stand in any place within the weekly bills of mortality, loaden with hay or straw, from *Michaelmas* to *Lady-day*, after two o'clock, in the afternoon, nor from *Lady-day* to *Michaelmas* after three o'clock, on pain of 5 s. for each offence.

Where one side of a street or land is within the bills of mortality, and the other side lies without, the justices of peace may cause the respective inhabitants to pave that other side, under the same penalty as if the same had been within the bills of mortality.

Where there is any liberty, precinct or village within the weekly bills, that uses to repair their own highways, and also perform days-works to other highways, and are or shall become unable, then the justices of peace at their sessions to be held every four months, may allow so many days-works as the justices shall think fit, to be employed by the inhabitants of such liberty, &c. in repairing the highways within such liberty, &c. and the residue of the days-work, as such inhabitants are liable to do, shall be employed in repairing the other highways.

The pavements of Streets are to be repaired by the inhabitants of such Streets, and the scavengers are to be paid by the parishioners. Persons are bound to repair their own doors at their own costs, they having the principal benefit thereof; and those persons who are thus bound to repair the pavements, are to contribute to the payment of scavenger's rates.

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The



## The laws relating to the game.

### *Of forests.*

**A** Forest is a certain territory of wood-ground and fruitful pastures privileged for wild beasts and fowls of forest, chase and warren, to rest and abide in safe protection of the king, for his princely delight, meeted and bounded with unremoveable marks, metes and bounds, either known by matter of record or prescription, replenished with wild beasts of venary or chase, and with great coverts of vert (*i. e.* every thing that bears green leaves) for succour of the said wild beasts, there being certain laws and privileges belonging only to forests for the preservation of them.

A forest differs from a chase, because the latter may be in the hands of a subject, which a forest in its proper nature cannot be; and it differs from a park in that it is not inclosed as a park is, and hath not only a larger compass and more store of game, but of keepers and other officers.

To a forest there is a justice of the forest, chief justice in *Eyre*, and several officers belonging, for preservation of the vert and venison; as wardens, verderors, foresters, agisters, regards, bailiffs and beadles.

### *A chase.*

**A** Chase is a place for the harbouring and keeping of deer and beasts of the forest, and is of a middle nature, between a forest and a park, being commonly less than a forest, and not indued with so many liberties, as with court of attachment, swainmote and justice-seat, and yet of a larger compass, and having greater diversity of keepers and game than a park.

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### *A park.*

**A** Park is a piece of ground inclosed with pales or walls, &c. stored with deer, hare, pheasants, &c.

### *A warren.*

**A** Warren is a place privileged by prescription or grant of the King, for the preservation of hares, conies, partridges or pheasants.

If the keeper of a park or warren kill any trespasser, who being called to stand to the peace, will not yield, or flies, or defends himself with force and arms, he shall be indemnified, so as he does it not on account of any old grudge or malice. See title *Deer*. Stat. 9 Geo. 1.

### *Game-keepers.*

**G**AME-keepers may in their limits resist offenders in the night time, as if the fact were done in a forest, chase, park or warren.

Any lord or lady of a manor, by writing under hand and seal, may empower game-keepers upon the manor to kill hare, pheasant, partridge, or any other game; but if the game-keeper shall, under colour of such power kill or take the same, and afterward dispose thereof without consent or knowledge of the lord or lady, and shall be convicted upon complaint of such lord or lady, upon oath of one witness, before any one justice of the peace, such game-keeper shall be committed to the house of correction for three months, and kept to hard labour. Stat. 5 Ann.

No lord or lady of a manor shall make above one game-keeper within one manor, with power to kill game; and the name of such game-keeper shall be entered with the clerk of the peace, such entry to be made and viewed without fee, and a certificate thereof to be granted by the clerk of the peace, upon payment of 1 s. And in case any other game-keeper whose name shall not be so entered, and who shall not be otherwise

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otherwise qualified to kill game, shall kill any hare, pheasant, &c. or if any game-keeper or other person not otherwise qualified in his own right to kill game, shall sell or expose to sale any hare, &c. he shall incur the penalties inflicted on higlers, &c. of which see hereafter, title *Hares*. Stat. 9 Ann.

No lord or lady of a manor shall appoint any person to be game-keeper with power to kill game, unless such person be qualified, or be truly servant to the lord or lady, or immediately employed to kill the game for the sole use of such lord or lady; and no lord or lady of a manor shall authorise any person not qualified to keep or use any grey hound, setting-dog, hays, lurchers, guns, tunnels, or other engine to kill game. Stat. 3 Geo. 1.

### *A deputation for a game-keeper.*

**K**NOW all men by these presents, that I R. R. of, &c. esq; lord of the manor of D. in the county of D. have made, nominated, constituted and appointed, and by these presents do make, nominate, constitute and appoint W. S. of, &c. my servant, (if he be not a person qualified) my game-keeper of, and within my manor of D. aforesaid, with full power and authority, according to the direction of the several statutes in that case made and provided, to kill for my use hares, pheasants, partridges and all other sorts of game whatsoever; and to seize all such guns, grayhounds or other dogs, ferrets, nets or engines for taking or destroying hares, pheasants, partridges or other game as shall be used or kept within the said manor by any person or persons whatsoever, not legally qualified to keep the same, and do therewith as the law in such case directs: And further to do all such acts, matters and things as belong to the office of a game-keeper, pursuant to the directions of the several acts of parliament in that case made and provided; and for which this shall be his sufficient warrant. Given under my hand and seal this      day of      &c.

*Of guns.*

**N**O person, except he have lands, &c. of the yearly value of 100*l.* shall shoot in, or keep any cross-bow, hand-gun, hagbut, or demy-hake, than as after mentioned, on the penalty of 10*l.* *Stat. 33 Hen. 8.*

No person shall shoot in, or have any hand-gun, other than in the stock and gun of the length of one yard, or any hagbut or demy-hake, other than in the stock and gun of three quarters of a yard, on the penalty of 10*l.* and any person having lands of 100*l.* *per ann.* may seise every such cross-bow and every hand-gun shorter than a yard, and every hagbut or demy-hake shorter than three quarters of a yard, from such offender, to his own use, and the same, within 20 days to break, on penalty of 40*s.* and so broken to keep to his own use. *Same stat.*

No person, except he have 100*l.* *per ann.* shall carry in his journey any cross-bow bent, or gun charged, except in time of war, on pain of 10*l.* *Same stat.*

No person shall shoot in any hand-gun, demy-hake or hagbut, at any thing at large, within any city, borough or market-town, or within a quarter of a mile thereof, except at a but or bank in a place convenient, or in defence of his person or house, on penalty of 10*l.* *Same stat.*

Every person dwelling two furlongs from any town may keep in his house for the defence of the same hand-guns, hagbuts and demy-hakes of the length aforesaid, and exercise shooting in them at any but or bank near his house. *Same stat.*

If any person find any one offending in the matters aforesaid, he may arrest such offender and carry him to the next justice of peace, who, upon proof thereof shall send the offender to the next gaol, there to remain till the penalty be paid, one moiety to the King, and the other to the person who shall bring such offender to justice. *Same stat.*

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If any person not having hereditaments of 40 *l.* *per ann.* or not worth 200 *l.* in goods, shall use any gun, bow or cross-bow to kill deer or conies; any person having hereditaments of the yearly value of 100 *l.* in fee or for life, in his own right or in right of his wife, may take from such person such guns, &c. and keep the same to his own use. *Stat. 3 Jac. 1.*

Lords of manors, or other royalties, not under the degree of esquire, may, by writing under their hands and seals, authorise game-keepers within their royalties, who may seise all such guns, bows, greyhounds, setting-dogs, lurchers or other dogs to kill hares or conies, ferrets, tramels, lowbels, hays or other nets, hare pipes, snares or other engines for the taking and killing of conies, hares, pheasants, partridges or other game, as within such manor shall be used by any person prohibited as after mentioned to keep and use the same; and the said game-keepers, or any other persons thereunto authorised by warrant under the hand and seal of any justice of peace, may in the day-time search the houses or other places of such persons prohibited to keep or use the same, as upon good ground shall be suspected to have in their custody any guns, bows, greyhounds, setting dogs, ferrets, coney-dogs, &c. hays, tramels, nets, lowbels, hare-pipes, snares or engines, and the same to seise and keep for the use of the lord of the manor, or otherwise to cut in pieces or destroy as things prohibited. *Stat. 22, 23 Car. 2.*

Every person not having lands and tenements, or some other estate of inheritance in his own or his wife's right, of the yearly value of 100 *l.* or for term of life, or having leases for 99 years, or any longer term, of the clear yearly value of 150 *l.* (other than the son and heir apparent of an esquire, or person of a higher degree, and the owners and keepers of forests, chases, parks or warrens stock'd with deer or conies for their necessary use, in respect of the forests, parks, chases or warrens) are not allowed to have guns, bows, greyhounds, setting-dogs, ferrets, coney-dogs, lurchers, hays, nets, lowbels, hare-pipes, gins, snares,



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snarcs, or other engines aforesaid, but are prohibited to keep or use the same. *Same stat.*

### Dogs.

**I**F any person not qualified shall keep or use any greyhound, setting-dog, hays, lurchers, tunnels, or other engines to kill and destroy the game, and shall be thereof convicted by the oath of one witness, before a justice of peace of the county of, &c. where the offence is committed, he shall forfeit 5 *l.* one half to the informer, and the other half to the poor of the parish, to be levied by distress and sale of goods, by warrant of such justice, and for want of distress shall be sent to the house of correction for three months for the first offence, and for every other offence for four months. *Stat. 5 Ann.*

No person shall hawk, or with his spaniels hunt in any ground where corn shall grow at such time as any eared or coddled corn shall be standing upon the same, nor before such corn shall be shocked, cocked, hilled or copped, under the penalty of 40 *s.* every time to the owner. *Stat. 23 Eliz.*

A dog is such a creature as man may have a property in, and an action has been brought for taking a hound, and the plaintiff recovered: The like of a bloodhound, greyhound and lurcher. An action will lie for killing a mastiff.

If a man keeps a dog that he knows is accustomed to bite men or cattle, an action lies against him for any such mischief done by the dog.

But on an action against a man keeping a mastiff knowing he was accustomed to bite hogs, 'twas adjudged the action would not lie, for it is not only common for dogs so to do, but it's often necessary.

A man justified the killing a dog, for that the dog being a fierce dog, and accustomed to bite both men and cattle, which the plaintiff knew, used to come into the defendant's yard, so that he was afraid to go out of his house, of which the plaintiff had notice, and was desired to keep his dog away, which he neglecting, the

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the defendant shot the dog in his own yard; and this justification was allowed to be good.

See who are intitled to keep dogs, under title of *Guns, Deer, &c.*]

### *Nets.*

If any person between the first of *June* and the first of *October* yearly, shall by hays, tunnels, or other nets, drive and take any wild duck, teal, widgeon or other water fowl in any marshes or places of resort for wild fowl, such person being convicted before one justice of peace, by the oath of one witness, shall for every water fowl so taken forfeit 5 s. one moiety to the informer, and the other to the poor of the parish, to be levied by distress and sale of goods, by warrant from the justice before whom the offender shall be convicted, and for want of distress the offender shall be committed to the house of correction, for any time not exceeding one month, nor less than 14 days, there to be whipt and kept to hard labour, and the justice shall order such nets, hays or tunnels that were so used in driving and catching the said wild fowl, to be seized and destroyed in the presence of such justice. *Stat. 9 Ann.*

See under title *Guns* who are qualified to keep and use nets.]

### *Lowbels.*

Lowbels kept by persons not qualified to kill game, may be seized by any game-keeper, and he may by virtue of a justice's warrant enter the house of any person suspected to keep lowbells, and if he be found he may seize them for the lord of the manor, or destroy them. *Stat. 22, 23 Car. 2.*

If any person not qualified by law shall keep or use any lowbells, and shall not give a good account to a justice of peace, &c. how he came by them, nor produce the party in some convenient time of whom he bought them, he shall forfeit for every lowbel any sum under 5 s. nor above 20 s. one moiety to the informer,

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mer, and the other to the poor of the parish where the offence was done, to be levied by distress and sale, and for want of distress the offender to be committed to the house of correction for any time not exceeding one month, nor less than 10 days, there to be whipt and kept to hard labour. *Stat. 4, 5 W. & M.*  
Ferrets, trammels, tunnels, *vide antea* title Guns, &c.

### Deer.

**I**F any man take the King's venison, he shall make a grievous fine, if he hath any whereof; and if he hath nothing to lose, he shall be imprisoned a year and a day, and then if he can find sureties he shall be delivered; if not, he shall abjure the realm. *Charta forestæ 9 H. 3.*

Persons having no park, chase or forest of their own, shall not keep any deer, hays or buckstalls, under the penalty of 40*l.* for every month they shall keep the same; and no persons shall stalk with any bush or beast to any deer being in any park, chase or forest or without, but within his own ground, chase, forest or park, without licence of the owner, master of the game or keeper, upon pain of forfeiting for every time 10*l.* 19*H. 7.*

These penalties may be recovered by any man by action of debt. Two justices of peace in their sessions may call before them any person suspected, and examine him, and if upon examination the party shall be found guilty, then to be committed till he find sureties for payment of the forfeiture to the King, and the justices shall have the tenth part of every forfeiture for their labour. *Same stat.*

Every person, who shall have or keep any greyhound for courting of deer (except he be seised in his own right or his wife's of lands of the clear value of 10*l. per ann.* or for term of life of 30*l. per ann.* or of goods to 200*l.* or be son of a knight, baron of parliament, or higher degree, or son and heir apparent of an esquire) and be thereof convicted either by his own confession or the testimony of two sufficient witnesses, before two or more justices of the peace, shall

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All by the said justices for every such offence be committed to the common gaol of the said county, there to remain without bail or mainprife, except pay to the church-wardens of the parish 40*s.* to the use of the poor. *Stat. 1 Jac. 1.*

Every person who shall sell, or buy to sell again any deer, shall forfeit for every deer so bought and sold one moiety to him that will sue for the same by bill or indictment, and the other to the poor of the parish. *Same stat.*

Every person who are qualified to keep dogs, &c. *Stat. 22, 23 Car. 2. antea fo. 84.]*

If any person shall unlawfully course, hunt, take in toils, kill, wound or take away any red or fallow deer in any forest, chase, purlieu, paddock, wood, park or other ground inclosed, where deer are, have or shall be usually kept, without the consent of the owner or person chiefly intrusted with the custody thereof, or shall be aiding and assisting therein, or be convicted thereof by his own confession, or the oath of one witness before a justice of the peace where the offence was committed, or the party apprehended, and being prosecuted within 12 months after the offence done [enlarged to three years by 9*Geo. 1.*] then the person so offending by unlawful coursing or hunting only when no deer is taken, &c. shall forfeit for every offence 20*l.* and in case any deer shall be wounded, taken in toils, or killed, then for each deer such person shall forfeit 30*l.* to be levied by distress, one third to the informer, one third to the poor of the parish, and one third to the owner of the deer; and for want of distress such person to suffer one year's imprisonment without bail or mainprife, and to be put in the pillory for an hour on some market-day in the next town to the place where the offence was committed. *Stat. 3, 4 W. & M.*

Every justice, headborough or tithingman (by warrant of a justice of peace) shall enter and search, as in case of goods suspected to be stolen, the houses, out-houses, or other places of suspected persons; and in case any venison or skins of any deer or toils shall be there found, the officer shall apprehend the offender, and

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and carry him before a justice of peace, and if such person do not give a good account how he came by such venison, skins or toils to the satisfaction of such justice, or else shall not, in some convenient time to be set by such justice, produce the party of whom he bought such venison, &c. or produce some other credible witness to depose upon oath such sale of the said venison or skins, then he shall be subject to the forfeiture of killing any one deer. *Same stat.*

The officer may detain the offender, if the penalty be not presently paid, till a return be made of the warrant for distress, such detainer not exceeding two days. *Same stat.*

Every person convicted by virtue of the above statute shall, before he be discharged out of custody, become bound to the person against whom the offence was committed, in the sum of 50*l.* with condition for his future good behaviour, and that he shall not offend in the like manner; and on failure or refusal to enter into such bond, he shall be committed to the county gaol till such bond be given; and if such person shall at any time after his becoming bound as aforesaid be convicted for any matter or thing in the said statute, then the said bond shall be deemed forfeited. *Stat. 5 Geo. 1.*

If any keeper or other officer of any forest, chase, purlieu, paddock, wood, park or place where deer are usually kept, shall be convicted on the said statute for killing or taking away any red or fallow deer, or being aiding or assisting therein, without the consent of the owner or person intrusted with the custody of such forest, &c. where such deer shall be killed or taken away, then such keeper or officer shall forfeit the sum of 50*l.* to be levied by distress, to be distributed as aforesaid; and for want of distress shall suffer imprisonment for three years without bail or mainprize, and be set in the pillory for two hours. *Same stat.*

If any person shall enter into any park, paddock, or other inclosed ground where deer are usually kept, and wilfully wound or kill any red or fallow deer there, without the consent of the owner of such park, &c. or of the person intrusted with the care or custody



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body of such park, &c. or shall be aiding or assisting in the committing of any such offence, and being convicted for any such offence before any judge or justices of gaol delivery for the county wherein such park, &c. shall lie, and be convicted, shall be transported for seven years. *Stat. 5 Geo. 1.*

If any person being *armed and disguised* shall appear in any forest, chase, park, paddock, or ground inclosed wherein deer are usually kept, or any warren or place where hares or conies are usually kept, or in any highway, heath, common or down, or shall unlawfully hunt, wound, kill or steal any red or fallow deer, or rob any warren or place where conies or hares are usually kept, or steal or take fish out of any river or pond; or if any person shall unlawfully and wilfully hunt, wound, kill, &c. any red or fallow deer kept in any places in any of his Majesty's forests or chases inclosed with fences, or in any park, paddock or ground, &c. inclosed, where deer are usually kept, or shall unlawfully and wilfully break down the head of any fish-pond whereby the fish shall be lost, &c. being convicted, shall be guilty of felony, and suffer death without benefit of clergy. *Stat. 9 Geo. 1.*

If any person shall be charged with being guilty of any of the offences aforesaid, before two or more justices of the peace of the county where the offence shall be committed; upon information of one or more credible person or persons upon oath by him or them to be subscribed, such justices shall forthwith certify under their hands and seals, and return such information to one of the secretaries of state, who is to lay the same, as soon as conveniently may be, before his Majesty in council, whereupon an order in council may be made, requiring such offender to surrender himself within 40 days to any of the justices of the King's Bench, or justice of peace, to the end he may be forth-coming to answer such offence, according to law, which order is to be published in the next *London Gazette*, and transmitted to the sheriff of the county where the offence shall be committed, and within six days after receipt be proclaimed between 10 in the morning

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morning and two in the afternoon, on the respective market-days of two market-towns in the same county near the place where the offence shall have been committed, and a true copy of such order shall be affixed in some public place in such market-towns; and in case such offender shall not surrender himself pursuant to such order, he shall be adjudged, deemed and taken to be guilty of felony, and shall suffer death; and the court of King's Bench, or justices of *oyer and terminer* or gaol-delivery of the county where the offence is sworn in such information to have been committed, on producing such order in council under seal, may award execution against such offender. *Same stat.*

Every person, who shall after the time appointed as aforesaid, for the surrender of any person charged, on oath, with the offence aforesaid, shall be expired, conceal, aid, abet or succour such person, knowing him to have been required to surrender by such order as aforesaid, shall be guilty of felony, and suffer death. *Same stat.*

If such person so required by such order in council to surrender himself shall be taken or secured before the time appointed by such order, he shall be tried by due-course of law. *Same stat.*

A justice of peace may issue his warrant to any constable, headborough or other peace-officer, thereby authorizing him to enter any house to search for venison stolen or unlawfully taken contrary to the several acts against deer-stealers, in such manner as he may issue his warrant to search for stolen goods. *Same stat.*

If any person shall apprehend, or cause to be convicted any of the offenders above mentioned, and shall be killed or wounded so as to lose an eye or the use of a limb in apprehending or securing, or endeavouring to apprehend or secure any of the said offenders, upon proof made at the quarter-sessions, the justices shall give a certificate thereof to the person so wounded, or the executors or administrators of the person killed, by which he or they shall receive of the county 50*l.* who is to pay the same within 30 days, on the penalty of 10*l.* *Same stat.*

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If any venison or skin of any deer shall be found in the custody of any person, and it shall appear such person bought such venison or skin of any one who might be suspected to have unlawfully come by the same, and does not produce the party of whom he bought it, or prove upon oath the name and place of abode of such party, then the person who bought the same shall be convicted of such offence, and subject to the penalties inflicted for killing a deer, by the statute 3 & 4 W. & M.

A motion was made to quash a conviction of deer-stealing, on 3 & 4 W. & M. taken by a justice of peace, who entered into a glover's shop, and finding a deer-skin, asked him how he came by it; the glover said he bought it of J. S. who not giving a good account of himself was convicted; and the court held that the justice might enter and convict the person that sold it, for the statute might be easily evaded if the deer-stealer could discharge himself by a sale. *Salk.* 383.

On a conviction of deer-stealing returned on a *certiorari*, 'twas objected,

That the conviction appeared to be a year after the day of the information; but it was held sufficient that the information was presented within a year after the fact, for that is a good commencement of the suit, and it is from that the computation is made in all such cases.

It was objected, that it was laid to be *in a certain place in the walk of a chase*; and this walk may be in a chase, and not of it; but this objection was not allowed, for it must be intended that the walk was part of the chase, and the place part of the walk.

It was objected that there was no due summons; but this was over-ruled, the defendant having appeared: In a *mandamus*, it must appear that the party was summoned, because he is to lose his freehold; and it is a course of proceeding by the common law wherein no appeal lies; otherwise in convictions, which are a proceeding by the statute, in which the defendant appeared, and that appearance will aid the want of summons.

Objec-

Objection to the form of the conviction, *viz.* That he is convicted, and shall forfeit the sum of 30 l. according to the form of the statute, without making a distribution, which ought to be 10 l. to the party grieved, 10 l. to the poor, &c. But the court held this to be well enough, for by the statute he is only to forfeit in case he has goods; which is conditional, and not absolute; the words *according to, &c.* qualify it. The judgment in such cases seldom makes a distribution. *Salk.* 383.

Upon a conviction of deer-stealing by justices of the peace on *stat.* 3, 4 *W. & M.* the question was, whether one not present, but procuring, advising and abetting, by lending his gun, dog, &c. before the fact, should be said to be *aiding and abetting therein*? *Holt*, chief justice, inclined, *1<sup>st</sup>*, That he was not within the words, not being actually present at the fact, because the statute is to be construed strictly, for that it takes away the privilege of a better trial, *viz.* by a jury. *2<sup>dly</sup>*, Because it adds a further penalty to what was an offence before: He said there might be aiding and abetting before the fact, *viz.* by advice, &c. or in the fact by being present, or after the fact by abetting the party. The other judges held aiders in the fact would be principals, and then aiders and abettors would mean nothing; which *Holt* denied, saying, All that are present may be said to be principals as to an action of trespass, but not as to the penalty of this statute; and this diversity is apparent in other cases, for one aiding and assisting upon the statute of stabbing shall have his clergy, whereas a principal shall not: So in the case where two went to break a house, one broke it and entered, the other stood upon the ladder and received the goods; he that stood upon the ladder shall have his clergy, the other shall not, being a principal. *Salk.* 542.

#### Hares.

**N**O person, of what estate, degree or condition he be, shall trace, destroy and kill any hare with any dog, bitch or otherwise, and the justices of peace within

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within every shire, at every sessions of peace, and stewards of leets, have power to inquire of such offenders, and after inquisition found shall cels upon every such offender for every hare so killed 6s. 8d. if found at the sessions, the forfeiture to the King; if at the leet, to the lord of the leet. *Stat. 14, 15 Hen. 8.*

Every person who shall shoot at, kill or destroy with any gun, cross-bow, stone-bow or long-bow, any hare, or shall trace or course any hare in the snow, or take and destroy any hare with any hare-pipe, cord, or with any such instrument or other engine, and the same offence being proved by the confession of the party, or the testimony of two sufficient witnesses upon oath, before two or more justices of the peace of the same county, &c. wherein the offence shall be committed, or the party apprehended, shall by the said justices, for every such offence, be committed to the common gaol of the county, &c. where the offence shall be committed, or the party apprehended, there to remain for three months without bail or mainprize, unless he forthwith upon the conviction pay to the church-wardens of the parish where the offence shall be committed, or the party apprehended, to the use of the poor of the parish 20 s. for every hare which such person so convicted shall take, kill, or wilfully destroy, or after one month after his commitment, together with two sufficient sureties, become bound by recognizance to the King in 20 l. with condition that he the party so offending shall not at any time after shoot at, kill, take or destroy any hare by any of the means aforesaid. *Stat. 1 James 1.*

[See title *Conies*, as to taking hares and conies with snares.]

Every person that shall sell, or buy to sell again any hare, shall forfeit for every hare 10 s. *Same stat.*

Every constable, headborough and tithingman shall, by warrant of a justice of peace, enter and search (as before mentioned as to venison, see title *Deer*) the houses, out-houses, or other places belonging thereto of suspected persons not qualified; and in case any hare be found, the offender shall be carried before a justice of



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of peace, and if such person do not give a good account how he came by such hare, or shall not, in convenient time to be set by the justice, produce the person of whom he bought the same, or some credible witness to prove such sale, he shall forfeit for every hare any sum not under 5 s. nor exceeding 20 s. to be ascertained by the justice; one moiety to the informer, and the other to the poor of the parish, to be levied by distress and sale; and for want of distress to be sent to the house of correction for any time not exceeding one month, nor less than 10 days. *Stat. 4, 5 W. & M.*

If any higler, chapman, carrier, inn-keeper, victualler or ale-house-keeper, shall have in his custody or possession any hare, or shall buy, sell, or offer to sell any hare, every such higler, chapman, carrier, &c. (unless such hare in the hands of such carrier be sent up by some person qualified) shall be carried before some justice of the peace for the county, &c. where the offence is committed, and upon view, and oath of one credible witness, shall be convicted, and forfeit for every hare 5 l. one half to the informer, and the other to the poor of the parish where the offence shall be committed, to be levied by distress and sale, and for want of distress the offender to be committed to the house of correction for the first offence for three months, without bail or mainprize, and for every other offence four months. *Stat. 5 Ann.*

Any person that shall destroy, sell or buy any hare, and shall within three months make discovery of any higler, &c. that hath bought or sold, or offered to buy or sell, or had in his possession any hare, so as one shall be convicted of such offence as aforesaid, such discoverer shall be discharged of the penalties of killing or selling such hare, and shall receive the same benefit as any other informer. *Same stat.*

Justices of peace in their respective counties, &c. and the lords of manors within their respective manors, may take away any hare from any higler, &c. or other person not qualified, as shall be found in their custody or possession. *Same stat.*

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If any hare shall be found in the shop, house or possession of any person not qualified in his own right to kill game, or intitled thereto under some person so qualified, the same shall be judged, deemed and taken in exposing thereof to sale. *Stat. 9. Ann.*

If any person shall take, kill or destroy any hare in the night-time, the person so offending shall incur the like forfeitures as aforesaid. *Same stat.*

If a man starts a hare in my close and kills her there, 'tis my hare; otherwise if he hunts her into the ground of a third person, then 'tis the hunter's. *Salk. 556.*

### Of conies.

**I**F any person shall at any time enter wrongfully into any warren or ground lawfully used or kept for breeding or keeping of conies (although not inclosed) and shall chase, take or kill any conies against the will of the owner, he shall yield to the party grieved treble damages and costs, and suffer imprisonment for three months, and after, till he find security for his good abearing. *Stat. 22, 23 Car. 2.*

No person shall at any time kill or take in the night time any conies upon the borders of any warrens, or other grounds lawfully used for the breeding or keeping of conies, except such person as shall be owner of the soil, or lawful occupier or possessor of the ground, or any person employed by him, whereupon such conies shall be so killed or taken, upon pain that the party offending being convicted by confession, or the oath of one witness within one month after the offence, before any justice of the peace of the county, &c. shall give the party injured such satisfaction, and within such time, as shall be appointed by the justice, and pay down presently to the overseers of the poor of the parish where the offence shall be committed, such sum not exceeding 10s. as the justice shall think meet, or else shall be sent to the house of correction for any time not exceeding one month. *Stat. 22, 23 Car. 2.*

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If any person shall be found or apprehended setting or using any snares, harepipes, or other like engines for taking and killing hares and conies, he shall be liable to the same penalties. *Same stat.*

In trespass for breaking his close and killing one hundred conies: The defendant justified because he had common time out of mind, and because the conies were damage-feasant in the place where he killed them: The plaintiff demurred, and judgment given for the plaintiff, for conies are beasts of warren and profitable as deer, and are not to be compared to foxes and vermin, which may be killed; but the owner of the soil may keep conies where the common is as well as other cattle; and he may make fish-ponds in the common, and the commoner cannot destroy them. *Owen 114. Pelling and Langden. Same case 1 Croke, Bellow and Langden.*

Trespass for entering into his close or warren and killing and carrying away of his conies: The defendant said, he was seised of a mesuage and land, and prescribed to have common in the place where, and was ready to use his common, and many conies being there damage-feasant, and spoiling the grass, he entered and chased them out. Resolved, That a commoner hath nothing to do with the land but to put in his cattle, and may not meddle with any thing of the lord's there, but only to use his common; and he cannot justify the killing of the lord's conies, and therefore adjudged against the defendant. *2 Croke, Hardesten and Gryffel.*

A commoner cannot cast down and fill up coney-boroughs made in the waste wherein he hath common, for he hath no interest therein but only a feeding for his cattle. *2 Croke, Sir Jeremy Horsey and Hagberton.*

In the preceding cases the defendants had only a right of common, and no property in the soil, which the plaintiff had; but a man may kill conies where they come on his land out of their precinct.

It was adjudged in the Common Pleas, that if a man make coney-boroughs in his own demesne lands (*in son terr' demesne*) which increase to so great a number, that they destroy the land of his neighbour

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next adjoining, the neighbour cannot have his action on the case against him who made the coney-boroughs, for immediately when the conies come on his land he may kill them, for they are *fera natura*, and he who made the coney-boroughs had no property in them, and he cannot be punished for the damages the conies did in which he had no property, and the other might lawfully kill. *Coke, lib. 5. Boulton's Case, fol. 104.*

A man was seized of a wood adjoining to a common, where the copyholders of a manor had common, and he maintained conies in the said wood which run out and did eat up the common: It was resolved, that although the commoner hath loss, yet because it was without injury done by the defendant, for when the conies are out of the wood the owner hath no property in them, being *fera natura*, and he may justify the killing them, that an action upon the case will not lie against the defendant. 3 *Croke, Hinsley and Wilkinson.* See *Brownlow* 227. *Carril and Baker.*

### Pheasants, partridges, &c.

IT shall not be lawful to any person of what condition he be, to take any pheasants or partridges by nets, snares, or other engines, out of his own warren, upon the freehold of any other person, without the assent, agreement and special licence of the owner or possessor of the same, upon pain of forfeiture of 40 l. one half to the party that will sue for the same by action of debt, or by bill, or otherwise, and the other half to the owner or possessor of the said ground. *Stat. 11 H. 7.*

Every person who shall take, kill or destroy any pheasant or partridge with any setting-dogs and nets, or otherwise with any manner of nets, snares or engines, and the same offence being proved by the confession of the party, or by the testimony of one sufficient witness upon oath, before two justices of the peace of the county of, &c. where the offence shall be committed, or the party apprehended, shall be committed to the common gaol of the county of, &c. there to remain three months without bail or main-  
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prize, unless he shall forthwith pay to the church-wardens or overseers of the poor of the parish where the offence shall be committed 20*s.* for every pheasant or partridge, and be bound by recognizance in 20*l.* to the King not to do the like again. *Stat. 7 Jac. 1.*

Every person that shall have free warren, and every lord of a manor, and every freeholder seised in his own right, or in right of his wife, of lands, tenements and hereditaments to the clear yearly value of 40*l.* or more by the year, over and above all charges and reprises, of some estate of inheritance; or of lands, tenements and hereditaments in his own right, or in right of his wife, for term of life or lives, of the yearly value of 80*l.* over and above all charges and reprises, or shall be worth in goods and chattels 400*l.* may by himself, or by his menial and household servant (sufficiently authorised by his master for that purpose) take pheasant and partridge in the day-time only, on his own free warren, manor and freehold, betwixt the feast of *St. Michael* and the birth of our Lord yearly. *Same statute.*

Every constable and headborough may (bringing with him a lawful warrant under the hands of two justices of the peace) enter into and search the houses of any person other than such as are allowed to take pheasants and partridges with nets, being suspected to have any setting-dog or net for taking pheasant or partridge, and wheresoever they find any such setting-dog or nets, the same to take, carry away and detain, kill, destroy and cut in pieces as things prohibited, and forfeited to such of the said officers as shall find out and take the same. *Same stat.*

[*Vide antea* who may keep guns, dogs, nets, &c.]

Every constable, headborough and tithingman, being authorised by warrant from a justice of peace, may enter and search (*as before in case of Deer*) the house, out-house, or other place belonging to such house of any suspected person not qualified as aforesaid; and in case any partridge, pheasant, pigeon, fowl or other game (upon such search or otherwise) be found, the offender shall be carried before some justice of peace, and if he do not give a good account how he came  
by



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by such partridge, &c. such as shall satisfy the said justice, or shall, in some convenient time to be set by the justice, produce the person of whom he bought the same, or some credible person to depose upon oath such sale, then such person shall forfeit for every partridge, &c. any sum not under 5 s. nor exceeding 20 s. to be ascertained by the justice, one moiety to the informer, and the other to the poor of the parish, to be levied by distress, and for want of distress to be committed to the house of correction for any time not exceeding one month, and not less than 10 days, there to be kept to hard labour. *Stat. 4 & 5 W. & M.*

If any higler, chapman, carrier, inn-keeper, victualler or alehouse-keeper shall have in his custody or possession any pheasant, partridge, moor, heath-game or grouse, or shall buy, sell, or offer to sell any pheasant, &c. every such higler, chapman, carrier, &c. (unless such game in the hands of such carrier be sent up by a person qualified to kill game) shall upon every such offence be carried before some justice of the peace, and upon view, or the oath of one witness, shall forfeit for every pheasant, &c. 5 l. one half to the informer, the other to the poor of the parish where the offence was committed, to be levied by distress, and for want of distress be committed to the house of correction for the first offence for the space of three months, and for every other offence for the space of four months, without bail or mainprize. *Stat. 5 Ann.*

Any person that shall destroy, sell or buy any pheasant, partridge, moor, heath-game or grouse, and shall within three months make discovery of any higler, chapman, carrier, inn-keeper, alehouse-keeper or victualler that hath bought or sold, or offered to buy or sell, or hath in their possession any hare, pheasant, partridge, moor, heath-game or grouse, so as any one be convicted of such offence in manner as aforesaid, such discoverer to be discharged of the penalty of killing or selling such game, and shall receive the same benefit and advantage as any other informer is intitled to for such discovery. *Same stat.*

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Any justice of peace in his county, &c. and the lord or lady of any manor within such manor, may take away any partridge, pheasant, moor, heath-game or grouse, or other game from any such higler, chapman, inn-keeper, victualler or carrier, or other person not qualified to kill the same as shall be found in their custody or power. *Same stat.*

If any pheasant, partridge, moor, heath-game or grouse shall be found in the shop, house or possession of any person or persons whatsoever not qualified in his own right to kill game, nor being thereunto authorized under some person so qualified, the same shall be adjudged, deemed and taken to be exposing thereof to sale. *Stat. 9 Ann.*

If any person whatsoever shall take, kill or destroy any pheasant, partridge, moor, heath-game or grouse in the night-time, he shall be liable to the penalties aforesaid, to be recovered in the same manner. *Same stat.*

In an action of trespass the plaintiff declared for taking *phasianos suos* in such a place; On trial upon not guilty pleaded, a verdict was found for the plaintiff; it was moved in arrest of judgment, that the declaration was naught in using the word *suos*, pheasants being *feræ naturæ*, in which the plaintiff could have no property; but the court gave judgment for the plaintiff, for they said they would intend the pheasants were dead, and in that case the plaintiff undoubtedly had a property in them, and might call them *phasianos suos*.

### Doves and pigeons.

**B**Y the statute for the view of frank-pledge made 18 Ed. 2. inquiry is to be made of all such as take doves in winter by door-falls or engines.

Every person who shall shoot at, kill or destroy with any gun, cross-bow, stone-bow or long-bow any pheasant, partridge, *house-dove* or *pigeon*, hern, mallard, duck, teal, wigeon, grouse, heathcock, moor-game, or any such fowl, or shall take, kill or destroy any pheasant, partridge, *house-dove* or *pigeon*, with setting-

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ting dogs and nets, or with any manner of nets, snares, engines or instruments whatsoever, and the same offence being proved by the confession of the party, or the testimony of two sufficient witnesses, upon oath before two justices of the peace of the county, &c. where the offence shall be committed, or the party apprehended, shall for every such offence be committed to the common gaol, there to remain three months without bail or mainprize, unless the offender do forthwith pay upon the said conviction to the church-wardens of the parish where the offence shall be committed, or the party apprehended, to the use of the poor of the said parish 20 s. for every pheasant, partridge, house dove, pigeon, hern, mallard, duck, teal, widgeon, grouse, heath-cock, moor game or other fowl, or after one month after his being committed, shall together with two sufficient sureties become bound by recognizance to the King in 20 l. not to do the like again. *Stat. 1 Jac. 1.*

[*Vide antea* title *Partridges, pheasants, &c.*]

No one can newly erect a dovecote but the lord of a manor, and if any do so, he may be punished for it in the leet; but no action upon the case lieth for any particular man by reason of the infiniteness of actions that might be brought. *Boulston's case, Coke, lib. 5. fol. 104.*

[But see the cases following.]

A freeholder erected a dove-house on his own freehold where there was not any before, and stored it with pigeons: This was presented at the leet, and a fine assessed, for which afterwards there was a distress taken by the lord of the leet: *Coke*, chief justice, held it was a common nuisance, and inquirable in the leet, but the other justices doubted; but it was holden, he might distrain or have an action of debt; but because it was not said in the presentment that it was *ad commune nocumentum*, it was held insufficient. 2 *Croke, Prat and Stearn.*

A freeholder within the manor of *Y.* of which the earl of *Northumberland* was lord, and there had a leet) erected a dove-cote upon his freehold, and stored it with pigeons, and suffered them to fly out, which

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was presented in the leet as a common nuisance, and an americiament of 40*s.* for this offence, and a pain of 10*l.* imposed, that he should stop it up before such a day, which he did not; whereupon it was presented the next court, and the payment imposed, and for not payment of it a distress was taken; he entered into a bond for payment of the fine, and brought an action of trespass for taking his cattle, and detaining them till he entered into bond: It was resolved first, that the erecting of a dove-cote by a freeholder who is not lord of the manor, nor owner of the rectory, and the replenishing the same with doves is not any nuisance inquirable or punishable in a leet; and if it were a common nuisance, neither the lord of the manor nor the parson could erect a dove-house there more than any other freeholder, for none can prescribe to make a nuisance; and the common law doth not look upon the erecting a dove-house as a common nuisance, but makes provision against them that destroy doves near a dove-house. *Secondly*, that the awowry, as it was made in this case, was not good; for as they have pleaded, they have not made it inquirable in the leet, for they ought to inquire of public nuisances made within the leet, and not of nuisances in the county out of the jurisdiction of the leet; but in this case they say, that he erected a dove-house within the leet, & *quod columbæ volabant & revolabant*, and consumed the corn *ad nocumentum totius patriæ*, but do not shew they consume any corn within the leet, and therefore their awowry was not good. 2 *Croke, Dewel and Sander.*

### Ducks, &c.

*Vide antea* title *Nets, Pheasants, Partridges and Doves, &c.*

### Grouse, Heathcocks, &c.

*Vide antea* *Pheasants, Partridges, &c.*

**F**OR the better preserving the red and black game of grouse, commonly called heathcocks, or heath-polts;

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polts; no person whatsoever, on any maintains, hills, heaths, moors, forests, chases or other wastes, shall burn between the second of *February* and the 24th of *June* any grig, ling, heath, furz, goss or fern, upon pain to be committed to the house of correction for any time not exceeding one month, and not less than ten days, there to be kept to hard labour. *Stat. 4 & 5 W. & M.*

### *Swans.*

**N**O person other than the son of the King shall have any mark or game of swans, except he have lands of freehold to the yearly value of five marks; and if any person not having lands to the said yearly value shall have any such mark or game, it shall be lawful to any of the King's subjects having lands to the said yearly value to seise the swans as forfeited, whereof the King shall have one half, and he that shall seise, the other. *Stat. 22 Ed. 4. cap. 6.*

A game of swans in a common river were seised into the Queen's hands upon an office found. Lady *Joan Yonge* and *Thomas Saunger* plead, *Quod abbas de Abbotsburiae in com' Dorset' & omnes predecessores sui abbates monasterii praed' gavisi fuerunt toto proficuo omnium cygnorum in esturia praed' nidificanti' gignent' & frequent',* and from thence make title to them, and pray, *Quod manus dictae dominae reginae amoveantur.*

All white swans not marked which have gained their natural liberty, and are swimming in a common river, may be seised to the King's use by his prerogative, for they are *volatilia regalia*; but a subject may have them in his own waters, and if they escape into a common river he may retake them upon fresh pursuit. Cygnets shall be divided between the owners of the swans equally; but upon the *Thames* the owner of the land shall have the third by the custom. Whoever hath a swan-mark, must have it by grant from the King, or prescription; and he may grant it over, and he ought to have a freehold of five marks *per annum*, as aforesaid, by *Stat. 22 Ed. 4.* A man may prescribe to have wild swans, but not as here; that



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the abbot, &c. have used to take of them to their own use, and therefore adjudged against Lady Yonge and Mr. Saunger. A swan may be an estray, and so cannot any other fowl. *Co. 7 Rep. fol. 15.*

## Eggs.

**F**ROM the first of *March* unto the last day of *June* yearly, no person shall presume by day or night willingly to withdraw, purloin, take, destroy or convey any manner of eggs of any kind of wild fowl from or in any nest or place where they shall chance to be laid by any kind of the same wild fowl, upon pain of imprisonment for one year, and to forfeit for every egg of any crane or bustard 20*d.* for every egg of every bittern, heron or shoreland, 8*d.* for every egg of every mallard, teal or other wild fowl 1*d.* to be divided between the King and him that will sue for the same. *Stat. 28 Hen. 8.*

Any person that shall take the eggs of any pheasant, partridge or swan out of the nests, or willingly break, spoil or destroy the same in the nests, and the offence be proved by the confession of the party, or the testimony of two witnesses upon oath, before two or more justices of the peace of the county, &c. where the offence shall be committed, or the party apprehended, shall be committed to the common gaol of such county, &c. for three months without bail or mainprize, unless he shall forthwith pay upon the conviction to the church-wardens of the parish, where the offence shall be committed, or the party apprehended, to the use of the poor of such parish, the sum of 20*s.* for every egg he shall take or willingly destroy; or after one month after his commitment, together with two sufficient securities, become bound by recognizance in 20*l.* a piece to the King. with condition that the party offending shall not at any time after do the like again.

*Tradesmen.*

*Tradesmen.*

**G**REAT mischiefs ensuing by inferior tradesmen, apprentices, and other dissolute persons neglecting their trades and employments, who follow hunting, fishing and other game, to the ruin of themselves and damage of their neighbours; if any such person shall presume to hunt, hawk, fish or fowl, (unless in company with the master of such apprentice duly qualified by law) he shall be carried before a justice of peace, and being convicted on the oath of one witness, shall forfeit not exceeding 20*s.* nor under 5*s.* one moiety to the King, and the other to the informer, to be levied by distress, and for want of distress to be sent to the house of correction, not exceeding one month, nor under 10 days, there to be whipt and kept to hard labour; and may be sued for their wilful trespass in such their coming on any man's land, and if found guilty the party shall recover his damages and full costs. *Stat. 4, 5 W. & M.*

*Soldiers.*

**I**F any officer or soldier shall without leave of the lord of the manor under his hand and seal first had and obtained, take, kill or destroy any hare, coney, pheasant, partridge, pigeon, or any other sort of fowls, poultry or fish, or his Majesty's game, and shall on complaint be convicted on oath before a justice of peace, every officer so offending shall for every such offence forfeit 5*l.* to the poor; and every officer in chief, shall for every such offence committed by any soldier under his command, forfeit 20*s.* to be distributed as aforesaid; and if upon such conviction, and a demand made by the constable or overseers of the poor, such officer shall refuse or neglect, and not within two days pay the respective penalties, he thereby forfeits his commission, and the same is null and void: *Stat. 12 Geo. 1.*

*Fish.*

**A**LL waters wherein salmons shall be taken shall be in defence for taking salmons from the nativity of our Lady unto St. *Martin's* day ; and young salmons shall not be taken or destroyed by nets or other engines at mill pools, from the middle of *April* unto the nativity of St. *John Baptist* ; and in places where fresh waters be, there shall be assigned overseers, who being sworn, shall see and inquire of the offenders, who for the first trespass shall be punished by burning their nets and other engines ; for the second shall have imprisonment by a quarter of a year ; for the third offence shall be imprisoned a whole year, and as the offence increaseth, so shall the punishment. *Stat. Westm. 2.*

No fisher or garthman, or any other, of what estate or condition he be, shall put into any waters any nets called stalkers, or other nets or engines by which the fry or breed of salmons, lamprays, or other fish may be taken or destroyed, on the like penalties. *Stat. 13 R. 2.*

The waters in the county of *Lancaster* shall be put into defence as to taking of salmon from *Michaelmas-day* to *Lady-day*, and there shall be assigned conservators of such waters as aforesaid, with the like punishment for offenders. *Same stat.*

The justices of the peace shall be conservators of the said statutes in the counties where they be justices, and they shall survey and search all weirs, that they be not very strait for the destruction of such fry and brood, but of reasonable wideness ; and the justices shall put sufficient under-conservators of the same statutes under them, who shall be sworn to make like surveying, search and punishment ; and the said justices in their sessions shall inquire, as well by their office as at the information of the under-conservators, of all trespasses, &c. and shall cause them which be thereof indicted, to come before them, and if they be thereof convicted they shall be imprisoned, and make fine at the discretion of the justices ; and if it be at the information

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tion of any of the under-conservators aforesaid, such under-conservators shall have half the fine. *Stat. 17 R. 2.*

The mayor of *London* shall have the conservation of the statutes aforesaid in the river of *Thames*, from the bridge of *Stains* to *London*, and from thence over the same water, and in the water of *Medway*. *Same stat.*

No person, of what estate, degree or condition soever he be, shall kill any young brood, spawn or fry of eels, salmon, pike or pikerel, or of any other fish, in any flood-gate, pipe-tail of a mill, wear, or in any straits, streams, brooks, rivers, salt or fresh, or kill any salmon or trout not in season, being kepper or shedder salmon or trout. *Stat. 1 Eliz.*

No person shall kill any pike or pikerel not being in length 10 Inches fish, or more, nor any salmon not in length 16 Inches, nor any trout not in length eight inches, nor any barbel not in length 12 inches. *Same stat.*

No person shall fish, or take fish with nets, trammel, wear, creel, or other device, but only with net or trammel, whereof every mesh shall be two inches and an half broad, angling excepted. *Same stat.*

In all places where smelts, loches, minnies, bull-heads, gudgeons or eels have been used to be taken, it shall be lawful only for the taking smelts, loches, &c. to use such nets, lepes and other devices as have been used, so as the person using such nets, &c. do not take or destroy any other fish with the said nets, contrary to this statute. *Same stat.*

If any person shall offend contrary to the points aforesaid, he shall forfeit 20*s.* and the fish so taken, and also the unlawful nets or instruments wherewith such offence shall be done. *Same stat.*

If any person shall by day or night unlawfully, without authority, break, cut down, cut out or destroy any head or heads, dam or dams of any ponds, pools, motes, stagnes, stews, or several pits wherein fish are or, shall happen to be put in or stored by the owners or possessors thereof, or do or shall wrongfully fish in any of the said several ponds, pools, &c. to the intent to destroy, kill, take or steal any of the said fish, against  
the

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the will, mind or pleasure of the owners or possessors of the same, not having lawful title or authority so to do, and being convicted shall suffer imprisonment for three months, and pay to the party grieved treble damages, and after the three months shall give security for his good abearing for seven years, or remain in prison until he shall find such security. *Stat. 5 Eliz.*

But if such person so bound for his good abearing, shall come before the justices in open sessions, and there confess and acknowledge his offence, and be sorry therefore, and satisfy the party grieved, the justices may at their discretion discharge the recognizance and the party so bound. *Same stat.*

[See title *Deer.* *Stat. 9 Geo. 1.*]

Every person that shall erect any new wear along the sea-shore, or in any haven or creek, or within five miles of the mouth of any haven or creek, or shall willingly take or spoil any spawn, fry or brood of fish in any wear or other device, shall forfeit for every time 10 *l.* the one half to the King, the other to him that will sue for the same; and every person which in any haven, creek, or within five miles of the mouth of any haven or creek, shall fish with any draw-net, or drag-net under three inches meash, *viz.* one inch and an half from knot to knot (except for the taking smoulds in *Norfolk* only) or with any net with canvas or other device, whereby the spawn, fry or brood of sea-fish may be destroyed, shall forfeit such net, and also for every time 10 *s.* one half to the poor, the other to the party that will sue. *Stat. 1 Jac. 1.*

This act is not to extend to nets of lesser meash for taking herrings, pilchards, sprats or lavidnian, nor the isle of *Anglesea*.

If any person shall use any casting-net, thief-net, drag-net, trammel, shove-net, or other net whatsoever, or any angle, hair, noose, troll or spear, or lay any wears, pots, nets, fish-hooks or other engines, or take any fish by any means or device whatsoever in any river, stew, pond, mote, or other water, or be aiding or assisting without the licence or consent of the lord or owner of the said water, and be thereof convicted by confession, or the oath of one witness within one month



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month, before a justice of peace, he shall give to the party injured such recompence or satisfaction for his damages, and within such time as the justice shall appoint, not exceeding treble damages, and pay down immediately to the overseers of the poor such sum not exceeding 10*s.* as the justice shall think meet, and in default of payment to be levied by distress, and for want of a distress to be sent to the house of correction for such time as the justice shall think meet, not exceeding one month, unless he shall enter into bond with one competent security to the party injured, not exceeding 10*l.* never to offend in the like manner. *Stat. 22, 23 Car. 2.*

The justice may take, cut in pieces and destroy such angles, spears, &c. and the party aggrieved may apply to the quarter-sessions, whose order shall be final, if no title to any fishery, &c. be in question.

No person shall have or keep any net, angle, leap, piche, or other engine for the taking of fish, (other than the makers and sellers thereof, and the owner and occupier of the river or fishery) and the owner or occupier of any river or fishery, or any other person thereunto appointed by such owner or occupier, may seize, detain and keep to his own use every net, angle, &c. which he shall find used or laid, or in the custody or possession of any person fishing in any river whatsoever, without the consent of the owner or occupier; and also (being authorised by warrant of a justice of peace) in the day-time may search the houses, out houses, or other places of any person prohibited to keep the same, as shall be suspected to have in his custody any, angle, &c. and the same may seize and keep to his own use, or cut them in pieces as things prohibited; but not to extend to any fisherman or his apprentice lawfully authorised to fish in any navigable river with lawful nets. *Stat. 4 & 5 W. & M.*

Fish being found by a constable on a search warrant on any person not qualified, is a forfeiture for every fish not exceeding 10*s.* nor under 5*s.* to the informer and the poor, to be levied by distress, and for default of a distress the party to be sent to the house  
of

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of correction for any time not exceeding a month, nor less than 10 days. *Stat. 4, 5 W. & M.*

An action of trespass was brought for cutting the plaintiff's oars and nets; the defendant justified because he was seised of a several piscary; and the plaintiff, with others, endeavoured to row upon the water, and with their nets to catch his fish: This was adjudged to be no good justification, because he might have taken the nets and oars and detained them damage-feasant, and so have stopped their fishing. *Croke, Part 3. Reynel and Champernoou.*

Where the lord of a manor has the soil of a private river, 'tis evidence of right to fish there exclusive of all others; and he who claims free fishing in such river must prove his right.

Where a river ebbs as well as flows, and is an arm of the sea, it is common for all people to fish in, and every man has free fishing there.

The plaintiff brought an action of trespass *quare vi & armis* for taking fishes *ex libera piscaria sua*. Upon not guilty pleaded, and verdict for the plaintiff, it was moved in arrest of judgment, that he that had *libera piscaria* could not maintain trespass; and 'twas compared to the case of a commoner who could not bring trespass for trespass done in the common, that *libera piscaria* was not like *libera warrena*; but he who has *libera warrena* may have trespass against any one but the owner of the soil for hunting in his free warren; because *libera warrena* is a liberty to hunt in one's own or another's ground, exclusive of all other's; but *libera piscaria* is only a liberty of fishing with others, and the same with *communis piscaria*, and that such a grantee had only a liberty to take fish, and no property in them until taken, and so 'twas prayed that the judgment might be arrested.

Lord chief justice Holt said, there were three sorts of fisheries; first, *separalis piscaria*, and there he who had the fishery was owner of the soil: Secondly, *libera piscaria*, which is where the right of fishing is granted to the grantee, and such grantee hath a property in the fish, and may bring a possessory action for them without making any title: Thirdly, *communis piscaria*,

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ria, and this was to be resembled to the case of other common. *Salk. 637.*

An action of trespass was brought *quare pisces suos cepit in separali piscaria*; and upon not guilty pleaded, and a verdict for the plaintiff, 'twas moved in arrest of judgment, that the plaintiff ought not to have called them *pisces suos*, unless they had been in a trunk or pond, for there is no more property in fishes in a several fishery than in a free fishery. In an action for taking conies in a warren, he shall not say *cuniculos suos*, and this is such a default as the verdict shall not aid: But this objection was disallowed; and the chief justice said, it might be intended a stew-pond, which is a man's several fishery; and after a verdict the court will admit any intendment to make the case good: And justice *Twisden* cited a case which was in trespass *quare phasianos suos cepit*, and the plaintiff had judgment after verdict, for it shall be intended they were dead pheasants; but the court held it had been bad upon a demurrer by reason of the local property.

*1 Vent. 122.*

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The

## The law of landlords, tenants, rents, distresses, &c.

For the reader's better understanding the ensuing treatise, it will be proper to give some account of the several kinds of tenures or estates subsisting at this day: And first,

### *Of tenant in fee-simple.*

**A** *Tenant in fee-simple* is he who hath lands or tenements to hold to him and his heirs for ever, and no man can have a greater or larger estate of inheritance than fee-simple.

### *Tenant in tail.*

**T** *enant in tail* is where lands or tenements be given to a man and to his heirs of his body begotten, or to a woman and to the heirs of her body, called general tail; or where lands or tenements be given to a man and to his wife, and to the heirs of their two bodies begotten, called special tail; or where lands or tenements are given to a man and his wife as before in special tail, and one of them die without issue, the survivor is called tenant in tail after possibility of issue extinct, for no issue that the survivor may have by any other can inherit; and such tenant in tail is not punishable for the committing of waste by reason of the inheritance that was once in him.

*Tenant by the curtesy of England.*

**T**enant by curtesy of *England* is, where a man marries a woman that is tenant in fee-simple, or in fee general tail, or is seised as heir in special tail, and hath issue by her born alive, in case he survive her he shall hold the lands during his life by the curtesy of *England*; and it is not material whether the child be living at the death of the wife, or die as soon as born, so it be born alive.

*Tenant in dower.*

**T**enant in dower is, where a man seised of lands or tenements in fee-simple, fee-tail general, or as heir in special tail, marries a wife and dies, the wife, (except a jointure be settled on her according to the statute, in lieu of dower) shall, during her life, have a third part of such lands or tenements as were her husband's at any time during the coverture, whether she had issue by him or not; and by the custom in some places she shall have the half of such lands or tenements, and in other places the whole for her life.

*Tenant for term of life.*

**T**enant for life is he who holds lands or tenements either for the term of his own life, or of the life of any other person.

*Tenant for years.*

**T**enant for years is he to whom lands or tenements are let for a certain number of years agreed upon between the landlord and the tenant. A lease for years may be either by deed or by word of mouth, called a lease parol, which last was heretofore good for any number of years; but now by the statute 29 Car. 2. cap. 3. leases parol, or by word of mouth, will be void if they exceed three years from the making,



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king, and two thirds of the improved value of the thing leased must be reserved to the landlord.

### *Tenant at will.*

**T***enant at will* is he to whom lands or tenements are let, to hold as long as both parties shall please; he hath no certain estate, and the lessor may eject him out whenever he pleases; and on the other hand the tenant may quit the land whenever he has a mind. If a tenant at will sow the land, and the lessor ejects him out, he shall nevertheless have the crop, and free ingress and egress to cut and carry it away, for he knew not when his landlord would turn him out: But in case a tenant for term of years sow the land with corn, which will not be ripe before his term is expired, he shall lose the crop, for it was his own folly to sow the land, knowing that his lease would expire before the corn would be ripe.

If one be in possession of lands of another, and hath usually paid him rent for the same, though he cannot prove the lands were leased to him, yet if he prove the payment of any rent, *ut dicitur*, it will be good evidence of a lease at will.

A tenant at will is not bound to make repairs as tenant for years is.

### *Tenant by copy of court-roll.*

**T***enant by copy of court-roll* is, where a man is seised of a manor within which it hath been used time out of mind, that the tenants within the bounds and precincts of that manor have holden lands or tenements to them and their heirs in fee-simple, fee-tail, or for term of life, at the will of the lord, according to the custom of the manor, and they cannot sell or alien their lands by deed, for if they do their lands are forfeited; and if they would alien they must come into the lord's court, and there surrender the land unto the lord to the use of the purchaser; neither can a copyhold tenant devise his estate by will, unless

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unless he first surrender the same in court to the use of his will. A copyhold estate is inheritable as fee-simple is at the common law, the tenant observing the custom of the manor, and performing the services.

Some copyhold lands are at a fine certain, others at a fine uncertain; yet if the lord demand an unreasonable fine, the tenant may refuse to pay it, and it shall be determined by the judges upon proof of the value of the land.

Two years and an half of the value of the copyhold rack-rent was adjudged to be an unreasonable fine, and the refusal of payment to be no forfeiture of the copyhold.

If the lord assess a reasonable fine, the tenant is not bound to pay it presently, because he could not know what fine the lord would assess, and he shall have a convenient time to pay it if the lord appoints no time; but it is otherwise of a fine certain.

If a copyholder have several copyholds by several services, the lord ought to assess the fines severally.

No fine is due to the lord 'till admittance, for the admittance is the cause of the fine.

### *Tenants in coparcenary.*

**T**HIS tenure is where a man or woman seised of lands or tenements dieth, leaving only issue female, the lands or tenements descend to the daughters as coheirs, and they be called parceners, and are but as one heir to their ancestor.

### *Joint-tenants.*

**J**oint-tenants is where two or more purchase lands in fee-simple for life or years; and in this case the survivor takes the whole by survivorship; unless it be otherwise agreed between them, or the other have sold or gave away his part in his life time; but if he gave it only by his will, the survivor will nevertheless have the whole, for the will cannot take effect 'till after the testator's death, and the whole vested by survivorship

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ship immediately; and in like manner it is amongst those who have a joint property in goods or chattels.

### *Tenants in common.*

**T***enants in common* are those who have lands or tenements by several titles, and no one of them knoweth which part of the land belongeth to him in particular; as if there be three jointtenants, and one of them sells his part, the purchaser as to his part is tenant in common with the two other joint-tenants, for that he holds by the grant of his vendor: But as to the two remaining parts, the two other first purchasers are joint-tenants as both holding by one title, i. e. their original purchase, and the longer liver shall take the whole by survivorship.

### *Of leases.*

**I**N all leases there must be a lessor and lessee, commonly called the landlord and tenant; and a thing leased, which may be of a house, or a house and ground, commonly called a farm: Every man seised in fee-simple may lease out his lands for what number of years he shall think proper; but bishops, deans and chapters, &c. are restrained in that respect by particular statutes.

### *Of leases made by tenant in tail, or one seised in right of his wife or church.*

**L**EASES made by tenant in tail, or by him who is seised in right of his wife or church (being of full age) shall be good against the lessors, their heirs, wives and successors. *Stat. 32 H. 8.*

But this statute shall not extend to any lease made of lands in the hands of any farmer by virtue of any old lease, unless such old lease expired within a year after the making the new lease; nor to any grant of any reversion; nor to any lease of any land not leased for 20 years before; nor to any lease made without

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without impeachment of waste; nor to any lease to be made for above 21 years, or three lives from the day of the making; and that on such lease there be reserved so much rent as hath been usually paid for the lands within 20 years next before; and the tenant in reversion may have such remedy against the lessee, his executors and assigns, as such lessors might have had.

### *Lease by the husband of the wife's land.*

**P**ROVIDED that leases made by the husband of lands, &c. (being the inheritance of the wife) shall be by indenture in the name of the husband and wife, and she to seal the same; and the rent shall be reserved to the husband and wife, and the heirs of the wife, and the husband shall not alien or discharge the rent longer than during the coverture, unless it be by fine levied by the husband and wife.

### *Estates and leases by bishops.*

**A**LL estates made by any arch-bishop, or bishop, of any lands, &c. parcel of the possessions of the bishoprick, or united or appertaining thereunto, to any person or persons, body politic or corporate, other than to the queen, her heirs and successors, or other than for 21 years, or three lives, from the time of making such estate; and whereupon the accustomed rent or more shall be reserved or made payable during such term of 21 years, or three lives, shall be void to all intents and purposes.

### *Leases, &c. by dean and chapter, master of colleges, &c.*

**A**LL leases, conveyances or estates made by any master or fellow of any college, dean and chapter of any cathedral or collegiate church, master or warden of any hospital, parson, vicar or any other having spiritual or ecclesiastical living, or any houses, lands, tithes, or other hereditaments, being parcel of their college, cathedral, chapter, hospital, parsonage, vicarage,

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vicarage or other spiritual promotion, or belonging thereunto, other than for 21 years or three lives from the making thereof, and whereupon the accustomed rent or more shall be reserved, and payable during the term, shall be utterly void. *Stat. 13 Eliz.*

### *Leases of benefices, &c.*

**N**O leases made of any benefice or ecclesiastical promotion with cure, or any part thereof (and not impropriated) shall endure longer than while the lessor shall be resident or serving the cure without absence above 40 days in any one year; but every such lease upon such absence shall cease and be void, and the incumbent shall lose a year's profit of the benefice, to be distributed by the ordinary among the poor of the parish.

Provided that every parson allowed to have two benefices may lease one (upon which he is not most ordinarily resident) to his curate only, but to endure no longer than during such curate's residence, without absence above 40 days in one year.

### *Houses, and grounds in towns, &c. excepted.*

**T**HAT part of the statute of 13 *Eliz.* as to leases made by persons having spiritual livings extends not to houses in corporations or market-towns, or the suburbs thereof, nor to grounds appertaining to such houses, so as it be not the dwelling-house of such person, nor have above 10 acres belonging to it.

Provided that no lease shall be made by force of this act in reversion, or without reserving the accustomed yearly rent at least, or without charging the lessee with repairs, nor for longer term than 40 years; neither shall any such house be aliened without purchasing presently after other lands in fee-simple of as great yearly value. *Stat. 18 Eliz.*



*Leases made by colleges.*

**U**PON leases made by colleges in the two universities, *Winchester* and *Eaton*, the third part of the rent shall be reserved in grain, to be delivered yearly at days prefixed after the rate of 6*s.* 8*d.* for a quarter of wheat, and 5*s.* for a quarter of malt, or under those prices, or it shall be in the election of the lessees to pay them in kind at the best rates found in those several markets the next market days before the day prefixed for the payment; and all leases to the contrary shall be void. *Stat. 18 Eliz.*

*Leases void where another lease in being not expiring in three years.*

**A**LL leases made by such persons as are mentioned in *Stat. 13 Eliz.* where another lease is in being, not to be expired or ended within three years next after such new lease, shall be void.

*Leases good for the lives of the lessors, tho' void against their successors.*

**I**F bishops, deans and chapters observe not the above rules, yet their leases shall be good against themselves for their lives.

*Livery and seisin.*

**A** Lease made for live or lives must be made with livery and seisin.

*Lease for 20 years good for 10.*

**O**NE having a power to lease for 10 years, grants a lease for 20 years, this shall be a good lease for 10 years.

*Of waste.*

**T**HE cutting down of any timber-trees, whether oak or ash, or other trees which are esteemed timber-trees, for any other purpose than for repairs, is waste.

To cut down young trees for repairs when there is other fitter timber, is waste.

Trees that can never be fit for timber, or trees that are hollow, dry and dead, may be cut for fire-boot.

To cut down more fire-boot, hedge-boot, hay-boot or house-boot then is necessary, is waste.

To cut down willows, beach, birch, &c. that grow in sight of, or for fencing a manor or mansion-house, is waste.

To cut down any fruit-trees, if they grow in an orchard, is waste, though used for repairs; but if they grow in a field, or other place not appropriated for such trees, or if they be decayed and can bear no fruit, the cutting them down is no waste.

To plough lands that have not been ploughed in the memory of man, is waste.

The digging any manner of metal, gravel, clay, sand, stone, coals, &c. is waste, unless the tenant have a power in his lease for that purpose; but the digging gravel, for repair of the premises, is no waste, if used accordingly.

To destroy the stock of deer in a park, stock of conies in a warren, stock of doves in a dove-house, or fish in a pond, is waste.

If a Lessee for years sets up any thing for the convenience of his trade, as stalls, coppers, furnaces, &c. he may remove them at any time during his term; but what he does for beautifying and adorning a house, as chimney pieces, hearths, &c. he cannot remove.

*Where the heir and not the executor shall have the rent.*

**I**F a man make a lease, rendering rent to him and his heirs at *Michaelmas*, (or at any other feast) or within

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within one month after, if the lessor die between the feast and the end of the month, the heir shall have the rent as incident to the reversion, and not the executors, because it was not due till the end of the month.

*Where the executors, &c. shall not have the rent, though named in the lease.*

**I**F a tenant in fee-simple make a lease, reserving rent to him, his executors, administrators and assigns, the words executors and administrators are void.

*Where the law will apply the rent.*

**I**F a man make a lease, reserving rent generally, not saying to whom, the law will make the construction, and it shall be paid during the term to the person who has the reversion, and to whom it shall appertain.

*The acceptance of rent confirming a lease.*

**I**F a man and his wife let lands that are the wife's, reserving rent, and afterwards the husband dies, if the wife accepts the rent, she affirms the lease.

*Where it is not.*

**B**UT if a tenant for term of life makes a lease for years and dies, the lease is void, and the acceptance of the rent by the next in remainder will not affirm the lease.

*Where the wife shall avoid a lease of the husband's lands.*

**I**F a man seised in fee-simple, marries a wife, and makes a lease of his lands for years, and afterwards dies, and the wife is endowed of the leased lands, she may avoid the lease; but after her death it shall continue in force against the heir.

*Feme covert possessed of a term of years.*

**I**F a man marries a woman possessed of a term of years, if she dies it remains to him; but if she survives him, and he has not disposed of it in his lifetime, she shall have it, and not the executors of the husband.

*Re-entry for non-payment of rent.*

**I**F the lessor would take advantage of a condition of re-entry for non-payment of rent, he ought to be cautious not to demand more or less than is really due, and must shew when it was due, or the demand will not be good.

There can be no re-entry for non-payment of rent, without a demand upon the land, for the land is the principal debtor, and the rent issues out of it, and an eviction of the land evicts the rent.

The demand must be made on the most notorious part of the land, as if there be a house, it must be made at the fore-door thereof: If two places are equally notorious, it may be made at either of them: If the rent be demanded at a place not the most notorious, and in pleading a demand be alledged at the house, the lessee may traverse the demand, for it is void.

The time of the demand appointed by law is such a convenient time before the sun-setting of the last day of payment, that the money may be counted and received, and yet the rent is not due till the last minute of the natural day, before which time, if the lessor die, his heir and not the executor shall have it; and if the lessee tender the rent to the lessor upon any part of the land at any time of the day, and the lessor refuse to receive it, he shall not take advantage of any demand for the rent on that day.

And the reason the law is so punctual in these cases in appointing a certain time and place is, that the lessee may not lose his land by being surpris'd with an unexpected demand, and the lessor may be at a certainty

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tainty either to have the rent or his land again in default of payment.

*Lease for a year, and so from year to year, quamdiu, &c.*

**I**F a man makes a lease for a year, and from year to year, so long as it shall please both parties, this is a lease for two years, and afterwards at will.

*Lease for a year, and so from year to year, quamdiu, &c. what it is, and when it may be determined.*

**I**F a man lets land to another for a year, and so from year to year, this is not a lease for two years and afterwards at will; but it is a lease for every particular year, and after the year is begun the tenant cannot determine the lease before the year is ended: But in a lease at will the tenant may determine his will after payment of his rent at the end of the quarter, but not at the beginning, lest the lessor should lose his rent. The lessor cannot determine his will in the middle of a quarter without permitting the tenant to have the emblements.

*A parol lease from year to year, and so on so long as it shall please both parties, is a lease for two years; and after every subsequent year begins, not determinable till that be ended; and not void by the statute of frauds.*

**A** Parol lease or lease by word of mouth to hold from year to year, and so on as long as it shall please both parties, to commence from such a day, rendering rent quarterly: After the two years, the lessor or lessee may determine; but if the lessee hold on, he is not then tenant at will, but for a year certain, for his holding on must be taken to be an



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agreement to the original contract, and in execution of it, and the first contract was from year to year: The third year is not a distinct interest, for it arises from the same executory contract, and therefore the lessor may distrain the third year for the rent of the second year, and such an executory contract as this is not void by the statute of frauds of 29 Car. 2. cap. 3. though it be for more than three years, because there is hereby no term for above two years ever subsisting at the same time, and there can be no fraud to a purchaser; for the utmost interest that can be to bind him can be only one year.

*Lessor for years grants for a less term to commence after his death.*

**I**F a man possessed of a term for 20 years, grants the tenements for 19 years to commence after his death; this shall be a good lease for so much of the 20 years as shall be unexpired at his death.

*When lessor or lessee at will may determine his will.*

**I**F a man holds land at will, rendering rent quarterly, the lessor may determine his will when he pleases; but if he determines it within a quarter he shall lose the rent which should have been paid for the quarter in which he determines it; so the lessee may determine it when he pleases, but then he shall pay the quarter's rent.

*The landlord may distrain after expiration of the lease, the tenant holding over.*

**A**NY person having any rent in arrear, or due upon any lease for life or lives, or for years, or at will, ended or determined, the tenant holding over the tenements after the determination of the lease, may distrain for such arrears after the determination of such respective leases, in the same manner as he might

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might have done if such lease had not been determined or ended.

But such distress must be made within the space of six calendar months after the determination of such lease, and during the continuance of such landlord's title or interest, and during the possession of the tenant from whom such arrears became due.

*Tenant holding over after his term expired,  
to pay double the yearly rent.*

**I**F any tenant for life or years, or other person coming into the possession of lands or tenements by collusion with such, shall wilfully hold over any lands or tenements after the determination of such term or terms, and after demand made, or notice in writing given for delivering the possession thereof by the landlord or lessor, such person so holding over shall pay double the yearly rent, and the defendant in such action shall give special bail, and have no relief in equity. *Stat. 4 Geo. 2.*

*Tenant holding over the premises after he  
has given notice of quitting them, to pay  
double the rent.*

**I**N case any tenant shall give notice of his intention to quit the premises by him holden at a time mentioned in such notice, and shall not accordingly deliver up the possession thereof at the time in such notice contained, he, his executors or administrators shall from thenceforward pay to the landlord or lessor double the rent or sum he should otherwise have paid, to be levied, sued for, and recovered at the same time and in the same manner, as the single rent, before giving such notice, could be levied, sued for or recovered, and such double rent shall continue to be paid during all the time such tenant shall continue in possession. *Stat. 3 Geo. 2.*

*Half a year's rent being in arrear, and no sufficient distress upon the premises, the landlord may deliver an ejectment.*

**W**HEN half a year's rent shall be in arrear, the landlord having a lawful right to re-enter, may serve a declaration in ejectment without a formal demand or re-entry, or affix such declaration on the door of any demised mesuage, or other notorious part of the land which shall be deemed a legal service, and on proof that half a year's rent was due before the declaration was served, and no sufficient distress on the premises, the lessor shall recover judgment and execution as fully as in case a formal re-entry had been made; and if the lessee shall suffer judgment to be recovered in such ejectment, and execution without paying the arrears and costs, and without filing a bill in six months after execution, he shall be barred from all relief in law or equity, other than by writ of error; and the lessor shall hold the demised premises discharged of and from such lease; but not to bar the right of any mortgagor, provided he pay all rent in arrear, and costs within six months after judgment obtained, and perform all the covenants of the lessee. *Stat. 4 Geo. 2.*

*On bill filed no injunction, unless the whole rent and costs be paid into court.*

**I**F the lessee shall within the six months file a bill in equity for relief, no injunction shall be granted, unless within 40 days after an answer filed by the lessor the lessee shall deposit in court the whole rent in arrear, besides costs, subject to the decree of the court; and if the lessor shall actually enter into the possession of the premises, and the lessee on filing a bill within the time limited, obtains a decree in his favor, the lessor is to be accountable only for the profits really made of the premises during his possession thereof, and the lessee is to pay to the lessor so much money

as that fell short of the whole rent in arrear before he be restored to his former possession. *Same stat.*

*On tender of the rent before trial, all proceedings to cease.*

**B**UT if the tenant, before the trial, will either tender to the lessor, or bring into court the rent in arrear, together with costs, all further proceedings shall cease; and if the lessee be relieved in equity he shall enjoy the demised premises, according to the lease thereof, without obtaining a new one. *Same stat.*

*If any lease be surrendered up in order to be renewed, it shall be as valid as if all the under-leases had been surrendered.*

**I**F any lease be duly surrendered in order to be renewed, and a new lease granted by the chief landlord, it shall be as good and valid as if all the under-leases had been likewise surrendered before the taking such new lease; and all persons vested therewith shall be intitled to the rents, and have the like remedy for recovery thereof, and the under-lessees are to enjoy the demised premises as fully as if the original lease had been still continued; and the chief landlord shall have the same remedy for recovering his rent as he would have had in case the respective under-leases had been renewed under such new principal lease. *Same stat.*

*Relief for the landlord where the tenant deserts the premises.*

**I**F any tenant holding any lands, tenements or hereditaments at a rack rent, or where the rent reserved shall be full three fourths of the yearly value of the demised premises, who shall be in arrear for one year's rent, shall desert the demised premises, and leave the same uncultivated or unoccupied, so as no sufficient distress can be had to countervail the arrears of rent,

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it shall be lawful to and for two or more justices for the county, &c. (having no interest in the demised premises) at the request of the landlord, his bailiff or receiver, to go upon and view the same, and to affix on the most notorious part of the premises notice in writing what day (at the distance of 14 days at least) they will return to take a second view thereof; and if upon such second view the tenant, or some person on his behalf shall not appear and pay the rent in arrear, or there shall not be sufficient distress on the premises, then the said justices may put the landlord into possession of the demised premises, and the lease thereof to such tenant, as to any demise therein contained only, shall from thenceforth become void. *Stat. 11 Geo. 2.*

### *Tenants may appeal.*

**B**UT such proceedings of the justices shall be examinable into in a summary way by the next justice or justices of assize of the county in which the premises lie, and if they lie in the city of *London* or county of *Middlesex*, by the judges of the court of King's Bench or Common Pleas, and if in the counties palatine of *Chester*, *Lancaster* or *Durham*, then before the judges thereof; and if in *Wales*, then before the courts of grand sessions respectively, who are respectively empowered to order restitution to be made to such tenant, together with his expences and costs, to be paid by the landlord or lessor, if they shall see cause for the same; and in case they shall affirm the act of the justices to award costs not exceeding 5*l.* for the frivolous appeal. *Same stat.*

### *Attornment of tenants void.*

**E**VERY attornment of any tenant of any mesuage, lands or tenements to any stranger claiming title to the estate of his landlord or lessor shall be null and void to all intents and purposes whatsoever, and the possession of the landlord or lessor shall not be deemed or construed to be any wise changed, altered or affected by any such attornment, except it be in consequence of some judgment at law, or decree in equity, or made with the privity and consent of the landlord or lessor,



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or to any mortgagee after the mortgage is become forfeited. *Same stat.*

### *Tenant secreting ejectment to forfeit three years rent.*

**A** Tenant to whom any declaration in ejectment shall be delivered, shall forthwith give notice thereof to his landlord, his bailiff or receiver, under penalty of forfeiting three years improved rent, or rack-rent of the premises so demised or holden in the possession of such tenant, to the person of whom he holds, to be recovered by action of debt. *Same stat.*

### *The landlord may make himself defendant.*

**A**ND the court, where such ejectment shall be brought, may suffer the landlord to make himself defendant by joining with the tenant to whom such declaration in ejectment shall be delivered, in case he shall appear; but in case the tenant shall refuse to appear, judgment shall be signed against the casual ejector for want of such appearance; but if the landlord shall desire to appear by himself, and consent to enter into the like rule, that by the course of the court the tenant in possession, in case he had appeared, ought to have done, the court may permit such landlord so to do, and order a stay of execution upon such judgment against the casual ejector, until they shall make further order therein. *Same stat.*

### *How the rent is to be recovered when the lease is not by deed.*

**T**HE landlord, where the agreement is not by deed, may recover a reasonable satisfaction for the lands, tenements or hereditaments occupied by the defendant in an action on the case, for the use and occupation of what was so enjoyed; and if in evidence on the trial of such action any parol demise, or any agreement (not being by deed) whereon a certain rent was reserved shall appear, the plaintiff in such action

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shall not therefore be nonsuited, but may make use thereof as an evidence of the *quantum* of the damages to be recovered. *Same stat.*

#### *Of rent to be recovered by the executors of a tenant for life.*

**W**HERE any tenant for life shall die before or on the day on which the rent is made payable upon any lease of lands, &c. which determined on the death of such tenant for life, the executors or administrators of such tenant for life may, in an action on the case, recover of such under-tenant of such lands, &c. if such tenant for life die on the day on which the same was payable, the whole, or if before such a day, a proportion of such rent, according to the time such tenant for life lived of the last year, quarter of a year, or other time in which the said rent was growing due as aforesaid; making all just allowances, or a proportionable part thereof respectively.

Any person having rent in arrear, or due on any lease for life or lives, may bring an action of debt for such arrears of rent in the same manner as they might have done in case such rent was due and reserved upon a lease for years.

#### *Rent to be paid before goods taken in execution be removed; but not to exceed one year's rent.*

**N**O goods or chattels whatsoever lying or being in or upon any mesuage, lands or tenements leased for life or lives, years or at will, or otherwise, shall be liable to be taken by virtue of any execution on any pretence whatsoever, unless the party, at whose suit the said execution is sued out, shall, before the removal of such goods from off the said said premises by virtue of such execution, pay the landlord of the premises, or his bailiff, all such sums of money as are due for rent of the said premises at the time of taking such goods or chattels by virtue of such execution: Provided

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Provided the said arrears do not amount to more than one year's rent, and in case the said arrears shall exceed one year's rent, then the party at whose suit the execution is sued out, paying the landlord or his bailiff one year's rent, may proceed to execute his judgment; and the sheriff is to levy and pay the plaintiff as well the money paid for rent as the execution-money.

### *Of distraining for rent, replevying, &c.*

**A** Distress is the thing which is taken and distrained upon any land (and in some cases off the land) for rent behind, although the property of the thing belong to a stranger; but if they be beasts that belong to a stranger, it behoveth that they were levant and couchant upon the same ground, that is to say, that the beasts have been upon the ground a certain space, that they have well rested themselves there, or else they be not distrainable for rent.

### *What things are distrainable for rent, and what not.*

**A** Nother man's cloth or garment in the house of a taylor, or cloth in the house of a fuller, shearman or weaver, be not distrainable, for that they are common artificers, and the common presumption is that such things belong not to the artificers, but to other persons who put them there to be wrought, and they are there for the maintenance of trade.

Also victuals are not distrainable; dogs, conies, &c. cannot be distrained for rent, because no one can have a valuable property in them; and an ax in a man's hand cutting wood, and a horse which a man is riding on are privileged for the time: *But it seems horses drawing a cart may be distrained for rent.*

Loose shocks could not be distrained because they could not be restored in the same plight (unless they were in a cart.)

But by Stat. 2 W. & M. cap. 5: corn in sheaves or cocks, or loose in the straw, or hay lying in a barn,

or

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or upon a hovel or rick may be seised, secured or locked up 'till replevied, so as it be not removed to the damage of the owner.

By the stat. 11 Geo. 2. any cattle or stock of the tenant feeding or depasturing upon any common appendant or appurtenant, or any ways belonging to any part of the demised premises, all sorts of corn and grass, hops, roots, fruits, pulse or other product whatsoever growing on any part of the land, may be seised as a distress for arrears of rent, and be cut, gathered, made, cured, carried and laid up when ripe in the barns, or other proper place on the premises; and in case there be no barn or proper place on the premises, then in any other barn or proper place which the landlord shall hire or procure for that purpose, as near as may be to the premises, and in convenient time to be appraised, sold, or otherwise disposed of towards satisfaction of the rent and charges of such distress, appraisement and sale, in the same manner as other goods and chattels may be seised, distrained and disposed of (of which see hereafter) and the appraisement to be taken, when cut, gathered, cured and made, and not before.

But notice of the place where the goods and chattels so distrained shall be deposited, shall within one week after the depositing thereof in such place be given to the tenant, or left at the last place of his abode; and if after any distress of corn, grass, hops, roots, fruits, pulse or other product, and before the same shall be ripe and cut, cured or gathered, the tenant, his executors, administrators or assigns shall pay the rent in arrear, with the full costs and charges of making such distress, and which shall have been occasioned thereby, the distress shall cease, and the corn, grass, &c. shall be delivered up to the tenant, his executors, administrators or assigns.

Beasts of the plough, or the utensils of a man's trade or profession, cannot be distrained if other beasts or goods may be found, nor things fixed to a freehold.

A stranger's beasts that escape into the land may be distrained for rent, though they have not been levant and couchant; but this is to be understood where the  
beasts

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beasts that escape are trespassers; for it is otherwise where the tenant of the land is in default in not repairing his fences, by reason whereof the beasts come upon the land; for in this case the landlord cannot distrain such beasts though they have been levant and couchant, unless he give notice to the owner, who suffers them to continue there afterwards, for the landlord is in fault in not binding his tenant to repair the fences.

### *When and where a distress may be made.*

ONE cannot distrain for rent in the night-time: Rent due the last day of the term was not distrainable for, because the term was ended; but now by the statute 8 *Ann.* the landlord may distrain for arrears of rent after the lease is determined, provided the distress be made within six months, and during the landlord's title and tenant's possession.

A man may not distrain for rent but upon the same land that is charged therewith (except as after-mentioned.) but in case I come to distrain, and the tenant seeing my purpose chaseth away the beasts, or carrieth the thing out to the intent I shall not take it for a distress upon the ground, then I may well pursue, and if I take it presently in the highway, or in another man's ground, the taking is lawful, as well there as upon the land charged, to whomsoever the property of the goods belong. And by the statute of 11 *Geo. 2.* if the tenant shall fraudulently and clandestinely convey away from the premises his goods, to prevent the landlord from distraining for arrears of rent, it shall be lawful for the landlord, or any person empowered by him, within 30 days next ensuing, to take and seise such goods where-ever the same shall be found, as a distress for the said arrears of rent, and the same to sell or otherwise dispose of, in such manner as if such goods had been distrained upon the premises, provided no landlord shall seise such goods as a distress which be sold *bona fide* and for a valuable consideration before such seizure, to any person not privy to the fraud.

Where any goods or chattels clandestinely or fraudulently carried away, shall be put, placed or kept  
in



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in any house, barn, stable, out-house, yard, close, or place locked up, fastened or otherwise secured, so as to prevent such goods or chattels being seized as a distress for rent, it shall be lawful for the landlord, his steward, &c. to seize as a distress such goods or chattels (first calling to his assistance the constable or other peace officer of the place where the same shall be suspected to be concealed, who is required to assist therein; and in case of a dwelling-house, oath being first made before a justice of peace of a reasonable ground to suspect that such goods are therein) in the day-time, to break open and enter into such house, barn, stable, out-house, yard, close and place, and take and seize such goods and chattels for the said arrears of rent as he might have done by virtue of this or any former act, if such goods or chattels had been in an open field or place. *Stat. 11 Geo. 2.*

### *Of securing and selling the distress.*

**W**HERE any goods or chattels shall be distrained for rent, and the tenant or owner of the goods shall not within five days after such distress, and notice thereof (with the cause of such taking) left at the mansion-house, or other most notorious place of the premises, charged with the rent, replevy the same, the person distraining may, with the sheriff or under-sheriff of the county, or with the constable of the parish, hundred or place where, &c. who are hereby required to assist, cause the distress to be appraised by two sworn appraisers, whom the sheriff, under-sheriff or constable shall swear to appraise them truly, according to the best of their understanding, and after such appraisement may sell the same towards satisfaction of the rent and charges of the distress and appraisement, leaving the overplus, if any, in the hands of the sheriff, under-sheriff or constable, for the owner's use.

### *The form of the inventory, and notice of distress.*

**A**N inventory of the goods and chattels of Mr. R. F. in his dwelling-house, known by the sign of the

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the Crown in *Hunt-street, Spittle-fields*, within the liberty of the tower of *London*, viz.

### *In the fore garret.*

**A** Sacking bottom bedstead and green furniture; a feather bed, bolster, three blankets, a rug, two sheets, &c.

### *In the back garret.*

**A** Sacking bottom bedstead and blue furniture, &c.

### *In the one pair of stairs forward.*

**T**HREE pair of blue window curtains, a mahogany table, &c. *In this manner setting down all the goods, and underneath you write a notice to this effect:*

M. R. V.

**I** Have this day distrained the goods and chattels above set down, now remaining and being in my house in *Hunt-street, Spittle-fields*, within the liberty of the tower of *London* above-mentioned, now in your possession, for the sum of 9*l.* owing from you to me for three quarters rent of the said house due at *Michaelmas* last; and if you do not discharge the said rent within five days from the date hereof, I will cause the said goods to be appraised and sold according to Law. *I am*

Sept. 30. 1738.

*Your Friend,*

T. M.

### 'The appraiser's oath.

**Y**OU shall well and truly appraise and value the goods and chattels taken in distress, mentioned in the inventory now shewn unto you, as between buyer and seller, according to the best of your skill and understanding; you shall not through partiality, interest or otherwise,

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*wife, over or under-value the said goods, but impartially do your duty herein.*

So help you God.

He that distrains things having life, must put them in a pound-overt within three miles in the same county, either in his own close or in another man's, and the owner of the cattle must sustain them, having notice where they are, and shall be no trespasser for so doing; if the pound be covert, the distrainer must sustain them at his own costs: He that distrains goods must put them in a pound covert within three miles in the same county; if he put them in a pound open, he shall answer for them if stolen or damaged.

Any person lawfully taking a distress, may impound or otherwise secure the said distress so made, of what nature or kind it be, in such place or on such part of the premises chargeable with the rent as shall be most fit and convenient for impounding and securing such distress, and to appraise, sell and dispose of the same upon the premises; and it shall be lawful for any persons whatsoever to come and go to and from such place or part of the said premises where any distress for rent shall be impounded and secured as aforesaid, in order to view, appraise and buy, and to carry off and remove the same on account of the purchaser thereof.

*The penalty on the tenant (or any assisting him) in fraudulently carrying off his goods.*

**I**F any tenant shall fraudulently remove or convey away his goods or chattels; or if any person shall wilfully and knowingly aid or assist such tenant, in such fraudulently conveying away or carrying off of any part of his goods and chattels, or in concealing the same, every person so offending shall forfeit and pay to the landlord from whose estate such goods or chattels were fraudulently carried off as aforesaid, double the value of the goods, by him, her or them carried off, or concealed as aforesaid, to be recovered by  
action

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action of debt in any of his Majesty's courts of record at *Westminster*, courts of session in *Chester*, *Lancaster* or *Durham*, or courts of grand session in *Wales*, wherein no essoin, protection or wager of law shall be allowed, nor more than one imparlance. *Stat. 11 Geo. 2.*

Provided that where the goods or chattels so fraudulently carried off or concealed shall not exceed the value of 50 *l.* it shall be lawful for the landlord from whose estate such goods or chattels were removed, or his bailiff, &c. to exhibit a complaint in writing against such offender, before two or more justices of the peace of the same county, &c. residing near the place where such goods and chattels were removed or were found, who may summon the parties concerned, examine the fact, and all proper witnesses upon oath, and in a summary way determine whether such person be guilty, and to inquire of the value of the goods so fraudulently carried off or concealed as aforesaid, and upon full proof of the offence, by order under their hands and seals, the said justices may adjudge the offender to pay double the value of the said goods and chattels to the landlord, his bailiff, &c. and in case the offender having notice of such order, shall refuse or neglect so to do, may by warrant under their hands and seals, levy the same by distress and sale of the goods and chattels of the offender, and for want of such distress may commit the offender to the house of correction, there to be kept to hard labour, without bail or mainprize for six months, unless the money so ordered to be paid shall be sooner satisfied. *Same stat.*

Any person, who thinks himself aggrieved by such order, may appeal to the justices of the peace at their next general or quarter-sessions, who shall hear and determine such appeal, and give costs to either party, as they shall think reasonable, whose determination therein shall be final. *Same stat.*

Where the party appealing shall enter into a recognizance with one or two sufficient sureties, in double the sum so ordered to be paid, with condition to appear at such general or quarter-sessions, the order of the said two justices shall not be executed. *Same stat.*

*A di-*

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*A distress for rent not unlawful for any irregularity, &c.*

**W**HERE any distress shall be made for rent justly due, and any irregularity or unlawful act shall be afterwards done by the party distraining, or his agent, the distress it self shall not be deemed to be unlawful, nor the party making it a trespasser *ab initio*, but the party aggrieved by such unlawful act or irregularity shall recover full satisfaction for the special damage he sustained thereby, and no more, in an action of trespass or on the case, at the election of the plaintiff, and where the plaintiff shall recover in such action he shall be paid his full costs of suit. *Same stat.*

*Tenant not to recover if amends tendered.*

**B**UT the tenant shall not recover in any action for any such unlawful act or irregularity as aforesaid, if tender of amends be made by the party distraining, or his agent, before such action brought.

### *Of replevying goods.*

**P**ERSONS apprehending their goods to be unjustly distrained, may apply to the sheriff's deputy for replevin, whereof there should be four in every county, residing within 12 miles one of another, and on giving security, as after mentioned, may have his goods redelivered to him.

*Sheriff, before replevy, to take security by bond for, &c.*

**A**LL sheriffs and other officers having authority to grant replevins, shall in every replevin of a distress for rent take in their own names from the plaintiff, and two responsible persons as sureties, a bond in double the value of the goods distrained (such value to be ascertained by the oath of one or more credible



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credible witness or witnesses not interested in the goods or distress, which oath the person granting such replevin is authorized to administer) and conditioned for prosecuting the suit with effect and without delay, and for duly returning the goods and chattels distrained, in case a return shall be awarded before any deliverance be made of the distress; and such sheriff or other officer taking any such bond, shall at the request and costs of the avowant, or person making consuance, assign such bond to the avowant or person aforesaid, by indorsing the same, and attesting it under his hand and seal, in the presence of two or more credible witnesses, which may be done without any stamp, provided the assignment so indorsed be duly stamped before any action brought thereupon; and if the bond so taken and assigned be forfeited, the avowant or person making consuance, may bring an action and recover thereupon in his own name, and the court where such action shall be brought, may, by a rule of the same court, give such relief to the parties upon such bond as may be agreeable to justice and reason, and such rule shall have the nature and effect of a defeazance to such bond. *Stat. 11 Geo. 2.*

In a replevin, he whose goods are distrained or impounded is the plaintiff, and declares against the other for unjustly taking and detaining his goods, &c.

*When plaintiff nonsuited in replevin before issue joined, a writ of inquiry to issue to find what rent in arrear, and the value of the distress.*

**W**HEN ever any plaintiff in replevin shall be nonsuit before issue joined in any suit of replevin by plaint or writ lawfully returned, removed or depending in any of the King's courts at *Westminster*, the defendant making a suggestion in nature of an avowry or cognizance for such rent, to ascertain the court of such cause of distress, the court, upon his prayer, shall award a writ to the sheriff of the county where the distress was taken, to inquire by the oaths

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of 12 good and lawful men of his bailiwick touching the sum in arrear at the time of such distress, and the value of the goods or chattels distrained; and upon 15 days notice given to the plaintiff, or his attorney in court, of the making such inquiry, the sheriff may inquire of the truth of such matters contained in the writ by the oaths of 12 men, &c. And upon return of the inquisition the defendant shall have judgment to recover against the plaintiff the arrearages of such rent, in case the goods distrained shall amount to that value; and in case they shall not amount to that value, then so much as the value of the goods shall amount unto. *Stat. 17 Car. 2.*

### *How if nonsuit after issue joined, or verdict for defendant.*

**A**ND in case such plaintiff shall be nonsuited after cognizance or avowry made, or issue joined, or if the verdict shall be given against such plaintiff, then the jurors that are impanelled, or returned to inquire of such issue, shall, at the prayer of the defendant, inquire concerning the sum of the arrears, and the value of the goods distrained, and thereupon the avowant, or he that makes cognizance, shall have judgment for such arrears, or so much thereof as the goods and chattels amount unto. *Same stat.*

### *How if judgment for the defendant upon a demurrer.*

**A**ND if judgment in any of the courts aforesaid be given upon demurrer for the avowant, or him that makes conuzance for any rent, the court shall, at the prayer of the defendant, award a writ to inquire of the value of such distress; and upon the return thereof judgment shall be given for the avowant, or him that makes conuzance for the arrears alledged to be behind in such avowry or conuzance, if the goods or chattels so distrained, shall amount to that value, and in case they shall not amount to that value, then for so much as they shall amount unto. *Same stat.*

*If*

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*If distress not sufficient, may distrain again for the residue.*

**W**HERE the distress is not of the value of the rent in arrear, the party to whom the arrearages are due, his executors or administrators, may from time to time distrain again for the residue of the said arrears. *Same stat.*

*Defendant in replevin may make cognizance generally that the plaintiff held the premises at a certain rent, &c.*

**T**HE defendant in a replevin may avow or make cognizance generally, that the plaintiff in replevin, or other tenant of the lands or tenements whereon the distress was made, enjoyed the same under a grant or demise at such a certain rent, during the time wherein the rent distrained for incurred, which rent was then and still remains due; or that the place where the distress was taken was parcel of such certain tenements held of such honour, lordship or manor, for which tenements the rent, relief, heriot, or other service distrained for, was at the time of such distress, and still remains due, without further setting forth the grant, tenure, demise or title of such landlord, &c. *Stat. 11 Geo. 2.*

*If judgment against plaintiff, defendant to have double costs of suit.*

**A**ND if the plaintiff in such action shall become nonsuit, discontinue his action, or have judgment against him, the defendant in such replevin shall recover double costs of suit. *Same stat.*

**Juries.**

## Juries.

**T**HE word *jury* is derived from the French *jur*, i. e. *jurare*, to swear, and signifieth in law those 12 men who are sworn judges in matters in fact evidenced and debated before them. As the King's judges on hearing the debates of the counsel for the parties are *jus dicere*, to give judgment and declare what the law is on the matter in dispute; so are the jury, on hearing the evidence, to determine the matter of fact in issue between the parties, according to this common saying, *Ad quæstionem juris respondent judices, ad quæstionem facti respondent juratores*; as the judgment of the court ought to be guided by the law of the land, *Prætoris est jus dicere, non condere*, so ought the verdict of the jury to be guided by the evidence.

The use of juries is of so great antiquity that no man can trace their original, tho' it is apparent by the laws of King *Etheldred*, that they were in use many years before the conquest.

They are incorporated with our constitution, and are the most valuable part of it; nay, may be termed the very vitals of it; without them no man's life can be impeached, no man's liberty or property ought to be taken from him, safer there than in the hands of any officers, how great soever they be; juries, as being a fluctuating universal body, are less liable to be awed or influenced by great men, or byas'd by riches or the love of power.

A man at *Westminster-Hall* (sitting the court) struck a juror who had passed against him; and he was thereof indicted and arraigned at the King's suit, and attainted, and his judgment was, that he should be imprisoned for life, that his right hand should be cut off, and his lands seized into the King's hands.

It is a fundamental law in our government, that unless it be by parliament no man's life shall be touched for any crime whatsoever, save by the judgment of at least 24 men, that is, 12 or more to find the bill of indictment, whether the offender be a peer of the realm, or a commoner; and 12 peers, or above, if a lord; if not, 12 commoners to try him, and find him guilty of the general issue on not guilty joined: Of these 24, the first 12 are called the grand inquest, or the grand jury for the extent of their power; and in regard that their number must be more than 12, some-times 23, or 25, never less than 13, 12 whereof, at least, must agree to every indictment, or else it is illegal; if 11 of 21 or 13, should agree to find a bill of indictment, it is void. The other 12 in commoners cases, are called the petit jury, and their number is ever 12, but the jury for a peer of the realm may be more in number, though of like authority: They are the only judges of the facts in question, from their verdict the indicted is to expect life or death; upon their integrity and understanding the lives of all who are brought before them do depend, and from their verdict there lies no appeal.

These last 12 men must be of equal condition with the party indicted, and are called his peers, or  *pares*  equals; therefore in the case of a peer of the realm they must be all such; and in the case of commoners every man must agree to the verdict freely, without compulsion, fear or menace, else it is no verdict.

Our ancestors were careful that all men of the like condition and quality, presumed to be sensible of each other's infirmities, should mutually be judges of each others lives, and alternately taste of subjection and rule, every man being equally liable to be accused or indicted, and perhaps to be suddenly judged by the party of whom he is at present judge, if he be found innocent: Whether it be lord or commoner that is indicted, the law intends (as near as may be) that his equals that judge him should be his companions known to him, and he to them, or at least his neighbours or dwellers near about the place where the crime is supposed to have been committed, to whom



whom something of the fact must probably be known; and though the lords are not appointed to be of the neighbourhood to the indicted lord, or of the county wherein the fact was committed, yet the law supposes them to be his companions, and personally well known to each other, being presumed to be a small number (as they antiently were) and to have met yearly, or oftner, in parliament.

Every grand jury-man is sworn as the foreman is, in the words following, *viz.*

**Y**OU shall diligently inquire, and true presentment make of all such articles, matters and things as shall be given you in charge, and of all other matters and things as shall come to your own knowledge touching this present service, the King's counsel, your fellows and your own you shall keep secret: You shall present no person for hatred or malice, neither shall you leave any one unpresented for favour or affection, for love or gain, or any hopes thereof, but in all things you shall present the truth, the whole truth, and nothing but the truth, to the best of your knowledge.

So help you God.

Although only 12 jurors are to be upon the petit jury, yet the sheriff, for expedition sake, always returns a greater number, as 24 or 48, for if only 12 were to be returned a full jury would seldom appear; and in this case usage and antient custom makes the law.

Where an issue is to be tried by two counties, there ought to be six of each county; for if there appears but one of one county, though there appear 11 of the other, the trial cannot proceed.

If 12 jurors are sworn, and one of them departs by consent, another on the panel may be sworn, and joined with the 11 on the verdict.

When one of the parties is an alien, and the other a denizen, the trial shall be by an equal number of aliens and denizens; but it is not necessary that those who are aliens should be all subjects of the same kingdom, for if part of them are *French*, and part *Spaniards*, the intent is answered.

Where both parties are aliens, the inquest shall be all *English*; for though the *English* may be supposed to favour their contrymen more than strangers, yet when both parties are strangers it is presumed they will be indifferent to both; and where an alien is party, and the jury are all *English*, the trial is not erroneous; for if the party slips his time; and does not insist upon being tried by an equal number of aliens and denizens, it is at his peril, and he loses the advantage the law would have allowed him.

*Mich. 40 & 41 Eliz.* The Queen's attorney general exhibited an information against *Barre* and divers other merchants, some whereof were *English* and some aliens; after issue the aliens prayed a trial *per medietatem linguæ*, half foreigners and half *English*; but all the justices of *England* resolved, that the trial should be by all *English*, and likened it to the case of privilege, where one of the defendants claims privilege, and the court, as to his companion, cannot hold plea, there he shall be ousted of his privilege.

If the plaintiff or defendant be an executor or administrator, though he be an alien, the trial shall be by an *English* jury, because he sues *in autre droit*, in the right of another; but if it be averred that the testator or intestate was an alien, then the trial shall be *per medietatem linguæ*.

As to the quality of jurors, they are in the first place to be *liberos homines*, that is, freemen, not villeins nor aliens (excepted in trials *per medietatem linguæ*;) and they ought to have freedom of mind as to stand indifferent without any obligation of interest, affinity, or other tie whatsoever to either of the parties; they must be also *legales homines*, not outlawed, nor such as have lost *liberam legem*, or are become infamous, as persons attainted of felony, false verdict, conspiracy, perjury, premunire or forgery, upon the statute of 5 *Eliz. cap. 14.* nor such as have had judgment to lose their ears, stand in the pillory, or have been stigmatized or branded; nor infidels.

Noblemen are exempted from serving on juries; and others may be exempted by the writ *de non p[ro]nendis in assis*, as men dwelling in another county,

or past 70 years of age, or those who are sick; but no writ *de non ponendis in assisis* shall issue, unless upon oath made that the suggestions upon which the writ is granted are true. Also sheriffs, counsellors, attorneys, clerks and officers of the King's courts are exempted from serving on juries.

Also apothecaries are exempted from serving on juries.

### The oath of a jurymen on life and death.

**Y**OU shall well and truly try, and true deliverance make between our sovereign Lord the King and the prisoner at the bar, whom you shall have in charge, and a true verdict give according to your evidence.

So help you God.

### On a traverse where the King is a party.

**Y**OU shall well and truly try the issue of this traverse between our sovereign Lord the King and A. B. and a true verdict give according to your evidence.

So help you God.

### On an action at *nisi prius*.

**Y**OU shall well and truly try the issue joined between the parties, and a true verdict give, according to your evidence.

So help you God.

There is a maxim, and an old custom in the law, that the jury shall not eat or drink after they be sworn 'till they have given their verdict, without the assent and licence of the justices, and that is ordained by law for the avoiding certain inconveniences that might follow thereupon, especially if they should eat or drink at the cost of the party; and therefore if they do so the verdict may be set aside.

But with the assent of the justices they may both eat and drink; as if any of the jury fall sick before they are agreed of their verdict, so that they cannot discourse together thereupon, then by the assent of the judge he may have meat or drink, and such other things as are necessary for him at his own expence, or at the indifferent costs of the parties, if they so agree; and if the matter so happen that the jury cannot agree on their verdict, as if one of the jury knows in his own conscience the thing to be false which the rest of the jury believe to be true, and so he will not agree with them in giving a false verdict, and this appears to the judge on examination, the judge may in such case suffer the jury to have meat and drink for a time to see if they will agree; and if they will not agree, the judge may take such measures as shall seem reasonable to him by awarding a new inquest, and setting a fine upon them.

If a jury after evidence given unto them at the bar, do at their own charge eat or drink, either before or after they are agreed on their verdict, if it be before the verdict given in, and they are discharged, it is fineable, but it will not avoid the verdict; but if before they are agreed on their verdict they eat or drink at the costs of the plaintiff, if the verdict be given for the plaintiff it shall avoid the verdict; but if it be given for the defendant it shall not avoid it; *Et sic e converso*; but if after they are agreed on their verdict they eat or drink at the charge of him for whom the verdict is given, it shall not avoid the verdict.

To give the jury money makes their verdict void.

If the plaintiff, after evidence given, and the jury departed from the bar, or any for him, deliver any letter from the plaintiff to any of the jury concerning the matter in issue, or any evidence touching the same, which was not given in evidence, it shall avoid the verdict if found for the plaintiff, but not if it be found for the defendant; *Et sic e converso*.

By the laws of England a jury, after the evidence given, ought to be kept together in some convenient place, without meat, drink or fire, and without speech

with any, unless it be with the officer who has them in charge, and then only when they are agreed.

The jury after charge given, returned and said, that they were all agreed except one, who had eat a pear, and drank a draught of ale, for which he would not agree; and at the request of the plaintiff the jury was sent back again, and found a verdict for the plaintiff; but the matter being examined by the oath of the jurors separately, and of the bailiff who kept them, and found true, the offender was committed, and afterwards fined. *Dyer* 218.

In an action of trespass, the jury after evidence given being retired into a house to consider of their verdict, and there remaining for a long time without concluding any thing; and the officers of the court who attended them seeing their delay, searched the jurors if they had any thing about them to eat, upon which search it was found that some of them had figs, and others pippins; for which the next day the matter was moved in court, and the jurors were examined on oath, and two of them did confess that they had eaten figs before they had agreed on their verdict; and three others of them confessed they had pippins, but did not eat of them, and that they did it without the knowledge or will of any of the parties; and afterwards the court set a fine of 5*l.* upon each of them which had eaten, and upon the others which had not eaten 40*s.* but the verdict was held good. *Leon.* 1. fol. 133.

A verdict was taken from the foreman of the jury, to which one of them did not assent, and damages assessed to 20*s.* in trespass and assault; and afterwards every one of the 11 were fined for giving their verdict before they were all agreed.

A jury, having retired to discourse of their verdict, eat raisins and dates at their own charge, as well before as after they had agreed on their verdict: They were for this committed to prison, but their verdict was held good.

In an ejectment, nine of the jurors were for the defendant, and the other three, who had sweetmeats in their pockets, were for the plaintiff until they were searched,



searched, and the sweetmeats found on them, and then they agreed with the other nine, and gave a verdict for the defendant; and it was the opinion of the judges, that, whether they eat or not, they were finable for having the sweetmeats with them.

You have already heard how the court may fine the jurors for misdemeanors in giving their verdict; you shall now see what other punishments they are liable to if they neglect their duty. And no men have more need of knowing what penalties the law inflicts on their offence than common jurors, as they are of the greatest consequence, and may possibly be pre ingaged with favour to the plaintiff, or ill-will to the defendant, & *sic e converso*; or with common interest (as they term it) where tithes or commons are in question; for this mischief there is no remedy but severe punishment, &c. and except life and member, the law hath provided severer punishments for offences of this sort than any other; the law well knowing that *corruptio optimi est pessima*. Good men hate evil out of a love to virtue; evil men hate wickedness only from the fear of punishment.

By the statute 34 *Edw.* 3. If any juror take a reward to give his verdict, and thereof be attainted at the suit of any other than the party, and maketh a fine, he who sueth shall have half the fine; and if any of the parties to the plea bring his action, he shall recover his damages, and the juror so attainted shall be imprisoned for a year.

A juror taking a reward to give his verdict shall forfeit 10 times as much as he hath taken. 38 *Ed.* 3.

A juror was challenged, and six other jurors were sworn to try the challenge, who found him indifferent, and thereupon the juror was demanded, but did not appear, for which default he was fined the value of his lands for a year, and the other jurors inquired of the value, &c.

If a juror gives a false verdict (which is the highest perjury) upon an issue joined between the parties in any court of record, and judgment thereupon, the party grieved may bring his writ of attain in the King's Bench or Common Pleas; upon which 24 of the best

men in the county are to be the jurors, who are to hear the same evidence which was given to the petit jury, and as much as can be brought in affirmance of the verdict, but no other against it; and if these 24, who are called the grand jury, find it a false verdict, the petit jury shall have judgment as follows:

1. That they shall lose *liberam legem* for ever, that is, they shall be so infamous as never to be received to be a witness, or of any jury.
2. That they shall forfeit all their goods and chattels.
3. That their lands and tenements shall be taken into the King's hands.
4. That their wives and children shall be thrown out of doors.
5. That their houses shall be rased and thrown down.
6. That their trees shall be rooted up.
7. That their meadow grounds shall be ploughed up.
8. That their bodies shall be cast into gaol; and that the party shall be restored to all he hath lost by reason of the unjust verdict.

But by statute 23 *Hen. 8.* the severity of this punishment is moderated if the writ of attaint be grounded on that statute; but the party grieved may either bring his writ of attaint at the Common law, or on that Statute.

All jurors (except strangers upon trials *per medietatem lingue*) to be returned for trials of issues joined in the courts of King's Bench, Common Pleas or Exchequer, or before justices of assize or *nisi prius*, *oyer* and *terminer*, gaol-delivery or quarter-sessions, in any county of *England*, shall have within the county 10 *l.* by the year, of freehold or copyhold, or antient demesne, or in rents in fee simple, fee-tail or for life; and if any of a lesser estate be returned it shall be a good cause of challenge, and the party returned shall be discharged upon the said challenge, or upon his own oath. *Stat. 4 W. & M.*

All leaseholders upon leases where the improved rent shall amount to 50 *l. per ann.* over and above the ground-rents, or other reservations, shall be liable to serve upon juries. *Stat. 4 Geo. 2.*

The sheriffs of *London* shall not return any person to try any issue in the King's Bench, Common Pleas

or Exchequer, or to serve on a jury at the sessions of *oyer and terminer*, or sessions of the peace to be held for the city, who shall not be a house-keeper within the city, and have lands, &c. or personal estate to the value of 100*l.* and the same cause alledged by way of challenge, and found, shall be admitted as a principal challenge, and the person challenged may be examined upon oath of the truth of the matter. *Stat.*

3 *Geo.* 2.

No sheriff or other officer shall return any person to serve on a jury for the trial of any capital offence, who would not be qualified to serve as a juror in civil causes; and the same matters shall be a principal challenge, and the person so challenged may be examined on oath of the truth of the matter. *Same stat.*

No juryman's issues shall be saved but by order of court for some reasonable cause proved upon oath, and all issues shall be duly estreated and levied. *Stat.* 4 *W. & M.*

The justices of the peace shall yearly, at the quarter-sessions after the 24th of *June*, issue their warrants to the head constable of every hundred, lath or wapentake, requiring them to issue their precepts to the constables, tithing-men and head-boroughs, requiring them to meet together with the head constables within 14 days next after, at some usual place, where the constables, &c. shall prepare a list signed by them, of the names and places of abode of all persons within the places for which they serve, qualified to serve on juries, with their additions, between the age of 21 years and 70 years, which list the constables, &c. yearly, at the quarter-sessions in the week after *St. Michael*, upon the first day of the sessions, or upon the first day that the sessions shall be held by adjournment, at any particular place, shall return to the justices. *Stat.* 7 & 8 *W.* 3. & 3 *Ann.*

Any head constable failing to issue his precepts to meet with the constables, &c. shall forfeit 10*l.* and any constable, &c. failing to meet the head constable, and failing to prepare a list, and to return the same to the justices as aforesaid, shall forfeit 5*l.* and every high constable and tithingman so offending shall be

prosecuted at the assizes, sessions of *oyer and terminer*, or general gaol-delivery or sessions of the peace. *Same stat.*

The persons so required to prepare lists of persons qualified to serve on juries shall (on request to any parish officer who shall have in his custody any of the rates for the poor, or land tax) have liberty to inspect such rates, and take names of such persons qualified dwelling within their precincts, and shall yearly, twenty days at least before *Michaelmas*, upon two *sundays*, fix upon the doors of the church within their precinct, a list of all such persons intended to be returned to the quarter-sessions, and leave a duplicate of such list with a church-warden or overseer of the poor; and if any person not qualified shall find his name mentioned in such list, and the person required to make such list shall refuse to omit him, the justices at their quarter-sessions, on satisfaction from the oath of the party complaining, or other proof, shall order his name to be struck out. *Stat. 3 Geo. 2.*

It shall be sufficient for any constables, tithingmen or headboroughs, after they have completed the lists for their precincts accordingly, to subscribe the same in the presence of one justice, and at the same time to attest the truth of such lists upon oath to the best of their knowledge or belief, and the lists shall (being so signed by the justice) be delivered by the constables, &c. to the high constables, who are to deliver in such lists to the quarter-sessions, attesting upon oath the receipt of such lists from the constables, &c. and that no alteration hath been made since their receipt thereof. *Same stat.*

If any person required to give in or make up such list, shall wilfully omit any person whose name ought to be inserted, or insert any who ought to be omitted, or take any reward for omitting or inserting any person, he shall, for every offence so committed, forfeit 20*s.* on conviction before one justice of the county, &c. where the offender shall dwell, on confession, or proof of one witness, one half to the informer, the other to the poor of the parish, &c. for which the list shall be returned; and if the penalty be not paid in five days, it shall be levied by distress; and the justice before whom such offender shall be convicted, shall certify the same to the

NEXT

next quarter-sessions, which shall direct the clerk of the peace to insert or strike out the name. *Same stat.*

Duplicates of the lists, when delivered at the sessions and entered by the clerk of the peace, shall, during the sessions, or within ten days after, be transmitted by the clerk of the peace to the sheriff, and the sheriff shall take care that the names be entered alphabetically, with their additions and places of abode, every clerk of the peace neglecting his duty herein shall forfeit 20*l.* *Same stat.*

No persons shall be returned as jurors at any assize or *nisi prius*, &c. who have served within one year before in the county of *Rutland*, or four years in the county of *York*, or within two years in any other county (except *Middlesex*) not being a county of a city or town, and the sheriff wilfully transgressing, any judge of assize, &c. may in a summary way set a fine on him not exceeding 5*l.* *Same stat.*

No person shall be returned to serve as a juror at *nisi prius* in *Middlesex*, who has been returned at *nisi prius* in the said county in the two terms or vacations next preceding, under the like penalty. *Stat. 4 Geo. 2.*

If any sheriff or other person shall take any reward to excuse any person from serving on juries, any judge of assize, &c. may, on examination in a summary way, set a fine on such offender not exceeding 10*l.* *Stat. 3 Geo. 2.*

The name of each person summoned and impanelled, with his addition and place of abode, shall be written on distinct pieces of parchment or paper of equal size, and shall be delivered to the marshal of the judge, &c. by the under-sheriff, and shall by the direction of the marshal be rolled up all in the same manner, and put into a box or glass, and when a cause is brought to be tried, some indifferent person shall, in open court, draw out twelve of the papers; and if any of the persons drawn shall not appear, or shall be challenged and set aside, then a further number, till twelve be drawn, who shall appear, and the said twelve persons so first drawn and approved, their names being marked in the panel, and they being sworn, shall be the jury to try the cause; and the names of the persons sworn shall be kept apart in some other box, &c. till the jury have given their



verdict, and the same is recorded, or till the jury be discharged, and then the same names shall be rolled up again and returned to the former box. *Same stat.*

If a cause shall be brought on to be tried, before the jury in any other cause shall have brought in their verdict or be discharged, the court may order twelve of the residue to be drawn, as before, for trial of the cause. *Same stat.*

Every person whose name shall be drawn, and who shall not appear, being called three times, on oath made that such person hath been summoned, shall forfeit for every default (unless some reasonable cause of absence shall be proved by oath to the satisfaction of the judge) such fine not exceeding 5*l.* nor less than 40*s.* as the judge shall think reasonable.

Where a view shall be allowed, six of the jurors, or more (who shall be consented to on both sides, or if they cannot agree, shall be named by the proper officer of the court, or if need be, by a judge, or by the judge before whom the cause shall be brought on to trial) shall have the view, and shall be first sworn, or such of them as appear on the jury before any drawing, and so many only shall be drawn to be added to the viewers as shall make up the number of twelve.

The court of King's Bench, Common Pleas and Exchequer (upon motion made on behalf of his majesty, or on the motion of any prosecutor or defendant in any indictment or information for any misdemeanor, or information in the nature of a *quo warranto* in the King's Bench, or in an information in the Exchequer, or on motion of any plaintiff or defendant in any cause depending in the said courts) are required to order a jury to be struck before the proper officer for the trial of any issue in such manner as special juries are usually struck in such courts upon trials at bar.

The person who shall apply for such jury shall pay the fees for striking it, and shall have no allowance for the same on taxation of costs.

Where a special jury shall be ordered by rule of court in any cause arising in a county of a city or town, the sheriff shall be ordered by such rule to bring the books of persons qualified to serve on juries within the same,

in like manner as the freeholders book hath been usually ordered to be brought, in order to the striking of juries for trials at bar, and the jury shall be struck out of such books.

Any person having land in his own right of the yearly value of 20*l.* over and above the reserved rent being held by lease for the absolute term of 500 years or more, or for 99 years, or any other term determinable on one or more lives, the name of every such person shall be inserted in the lists, and in the freeholders book, and such leaseholder may be summoned to serve on juries as freeholders may. *Same stat.*

In striking special juries the officer appoints a time when the attornies on both sides shall attend him, and the sheriff shall attend him with the book or list of freeholders, or persons qualified to serve on juries, and the officer, in the presence of the attornies of both parties, names thereout forty-eight, of which twelve are struck out on each side, and the remaining twenty-four are to be returned by the sheriff to try the issue; and if the attorney of either party shall neglect to attend on striking the special jury, the officer, on behalf of the absent party, will strike twelve names.

It was held that the King might grant the privilege to a city that they should be exempt from serving on juries out of their own city, but it was agreed that by such grant they would not be exempt from serving in the court of King's Bench, unless there were an express clause in the charter that they should not serve *Coram ipso rege.* *Sid.* 243.

Criminal causes are to be tried in the county where the offence is committed.

A juror sworn and charged in a case of life and member cannot be discharged by the court, unless the prisoner consent, without giving in a verdict.

It was resolved by all the judges, upon a full conference at *Serjeants-Inn*, that a jury is not finable for going against the evidence, where an attain lies; and it is evident by several resolutions of all the judges, that where an attain lies, the judge cannot fine the jury for going against the evidence, or the direction of the court, without other misdemeanor.

And

And where an attaint doth not lie, as in criminal cases upon indictments, &c. my lord *Vaughan* held that the court could not fine a jury at common law: the reasons he gave for this were, that the judge cannot fully know upon what evidence the jury gave their verdict, for they may have other evidence than what is shewn in court; they may have evidence of their own personal knowledge that the witnesses speak false, which the judge knows not of; they may know the witnesses to be stigmatized and infamous, which may be unknown to the parties or the court; and if the jury knew no more than what they heard in court, and so the judge knew as much as they, yet they might make different conclusions, as oftentimes two judges do; and therefore as it would be a strange and absurd thing to punish one judge for differing with another in opinion and judgment, so it would be worse for the jury, who are judges of the fact, to be punished for finding against the direction of him who is not judge of the fact.

The fining and imprisoning jurors for giving their verdict hath several times been declared in parliament an illegal and arbitrary innovation, and of dangerous consequence to the government, and the lives and liberties of the subjects. As the jury may find a special verdict, and leave the law to the court, so they may take upon them the knowledge of the law, and give a general verdict, wherein they resolve the law and the fact complicately.

Every one of the twelve jurors must agree or there can be no verdict; and verdicts ought to be so certain that the court may clearly give judgment upon them; therefore verdicts finding matters ambiguous or uncertain, are insufficient and void, and no judgment shall be given thereupon.

Where a trial is to be for a thing that concerns the high-sheriff or under-sheriff, the coroners of the county must return the jury.

If eleven of the jury be sworn, and the twelfth Man stands by and hears all the evidence that was given to his fellows, he may be sworn afterwards and pass upon the trial.

## A Help to Jurymen.

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If a juror is sworn he may not go from the bar, until the evidence be given for any cause whatsoever, without leave of the court; and although he have leave he must have a keeper with him; so cautious is the court to prevent all suspicion of sinister proceedings in the trial of causes.

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Various

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Various precedents necessary and useful  
for all vestry-clerks, justices clerks, and  
others.

*An appointment of overseers of the poor, by  
two justices of the peace.*

The liberty of *Westminster* in the county of *Middlesex*, to wit. **B**Y virtue, and in pursuance of a statute made in the 43d year of the late Queen Elizabeth, intituled, An act for the relief of the poor of this kingdom; we whose hands and seals are hereunto set, two of his majesty's justices of the peace for the said liberty (one of us being of the *quorum*) dwelling near the parish of — do nominate, appoint and approve of R. D. and H. P. being substantial householders in the said parish, presented unto us by such of the inhabitants who were present in the church of the said parish on — the — day of — last, to be *overseers and collectors of the poor* of the said parish for this present year 1738, requiring them and each of them to do and perform all such things touching the said office, as by law required, as they will answer the contrary at their perils.

Given under our hands and  
seals the Day of  
1738.

*An appointment of scavengers.*

*Easter-Tuesday, April 4, 1738.*

St. — **W**E whose names are hereunder written, have met in the church of the said parish the day and year above-written, and have chosen Mr. J. H. and Mr. W. N. to be  
scavengers



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scavengers for the parish of St. ——— in the liberty of *Westminster* for this present year 1738, and until others shall be chosen in their place.

Inhabitants.

Church-wardens.

} Overseers of the  
} poor.

Constable.

We whose names are hereunto subscribed, his majesty's justices of the peace for the liberty aforesaid, do approve of and confirm the choice of the abovenamed *J. H.* and *W. N.* to be scavengers for the parish of St. ——— for this present year 1738, and until others shall be chosen in their place.

Given under our hands and  
seals this                      Day  
of                      1738.

### *Directions for making a collecting book of the poors rate.*

The liberty of the city of *Westminster* in the county of *Middlesex*, to wit, **A** Rate or assessment of six-pence in the Pound, made the Day of                      being *Easter-Tuesday* in the year of our lord 1738, for and towards the relief of the poor of the parish of St. ——— in the said liberty of the city of *Westminster* in the said county of *Middlesex*, for the said year 1738, by the church-wardens and overseers of the poor of the said parish, by and with the assent of two of his majesty's justices of the peace for the said city and liberty (of whom one is of the *quorum*) according to the statute in that case made and provided.

Church-wardens.

} Overseers of the  
} poor.

If

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If you have a select vestry, some of them, and such of the ancient inhabitants as are present at making the assessment, sign here. Inhabitants.

You insert the above in the first page of your collecting book; and then begin the next page thus:

Rents.	Inhabitants names.	Rated.
50 00 0	John Doe	1 05 0
60 00 0	Richard Roe	1 10 0

In this manner set down the names of the several parishioners, the rents they pay, and the sums they are assessed, according to the above rate; then beginning a new page, you make a summary account of the rents and rates, being the sums total of each page, as follows:

A summary account  
of the foregoing

	Rents	and	Rates.
Folio 1.	745 10 0		18 12 9
Folio 2.	908 15 0		22 14 4

*Et sic de caeteris.*

Total

Then on a new leaf draw up the confirmation of the justices in this manner:

The city and liberty of **W**ESTMINSTER whose names are  
Westminster in the county hereunto subscribed,  
of Middlesex, to wit. two of his majesty's  
justices of the peace for the said city and liberty  
(one of us being of the *quorum*) have seen and  
perused the foregoing rate and assessment for the  
poor of St. ———, and do hereby confirm and  
allow the same, and appoint you *A. B.* and *C. D.*  
two house-holders of the said parish, to collect and  
gather the same, and to render an account thereof  
according to law.

Given under our hands  
and seals the day  
of 1738.

Note; Duplicates are kept of all collecting books.

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## To make a collecting Book for the scavengers rate.

The city and liberty of **A** Rate or assessment  
*Westminster* in the county of Four-pence in the  
of *Middlesex*, to wit, Pound, made the

day of in the year of our Lord  
1738, on the parish of St. ———,

in the liberty aforesaid, for carrying  
away the dust, dirt, ashes, filth,

and soil out of the streets, courts,  
lanes, allies and other places of the

said parish from Lady-day 1738 to  
Lady-day 1739, by the constable,

church-wardens, overseers of the  
poor, and other ancient inhabitants

of the said parish.

*We make all our  
Rates on Easter-  
Tuesday; but  
sign them on As-  
cension-day.*

Constable.

Church-wardens.

} Overseers of the  
poor.

If a select vestry, some of them  
and the ancient inhabitants that are } Inhabitants.  
present at making the rate sign here }

You insert the above in the first page of your col-  
lecting book.

Then begin a new leaf thus :

Rents.	Inhabitants.	Rates.
40 00 0 ———	<i>John Doe.</i> ———	00 13 4
35 00 0 ———	<i>Richard Roe.</i> ———	00 11 8

In this manner insert all the inhabitants chargeable  
as before in the poors rate, make a summary account,  
as before, and then add the following confirmation.

The city and liberty of **W**E whose names are  
*Westminster* in the county hereunder written,  
of *Middlesex*, to wit, two of his maje-  
sty's justices of the peace for the said city and  
liberty (one of us being of the *quorum*) do  
confirm

confirm and allow the foregoing rate or assessment.

*Given under our hands  
and seals the day  
of 1738.*

[See the second part, fol. 34. *Articles between the scavenger and raker of a parish.*]

*The like for a church-rate.*

*Westminster, to wit.* **A** Rate or assessment of fixpence in the pound, made the day of in the year of our Lord 1738, upon the inhabitants of the parish of St. — in the liberty aforesaid, towards defraying the necessary expences and disbursements which have been laid out and expended in and about the parish-church, and necessary ornaments thereof; and also the church-yard, by us whose names are hereunder written.

Church-wardens.

Overseers.

Some of the Vestry, and other inhabitants present at making the rate, sign here } Inhabitants.

You next insert the rents in the left hand column, the parishioners names in the middle column, and the rates in the right hand column, and make a summary account of the whole, as in the poors rate.

*Note* ; After the book is signed as above, it is to be confirmed by the ordinary.

*The like for the rector's rate.*

*Westminster, to wit.* **A** Rate or assessment of fourpence in the pound, made the day of in the year of our

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*This rate is made by an act for maintaining the rector.* our Lord 1738, on the inhabitants of the parish of St. — by virtue of an act of parliament made and passed in the year of the reign of his late majesty King George (intituled, An act for making provision for the rector of the said parish) for this present year, commencing from Lady-day 1731, by us whose names are hereunto subscribed.

*Vestry-men.*

Then make out the rate and summary account in the same manner as in the poors rate, and then add the following confirmation:

*Westminster, to wit.* **W**E whose names are hereunto subscribed, and seals affixed, being two of his majesty's justices of peace for the liberty aforesaid, do hereby allow and confirm the aforesaid rate and assessment made for the maintaining of the rector of St. — according to the statute in that case made and provided. *Given* under our hands and seals the — day of — 1738.

### *A warrant to distrain for the poors rate.*

To the present church wardens and overseers of the poor of the parish of St. — in the liberty of *Westminster* and county of *Middlesex*, or whom else it may concern.

*Westminster, to wit.* **W**HEREAS it appears to us whose names and seals are hereunto set, two of his majesty's justices of the peace for the liberty of *Westminster* aforesaid, (one whereof being of the *quorum*) that two rates or assessments were made, ordered and assessed, the one on the day of — and the other on the day of — 1738, for the relief of the poor of the said parish for the year 1738, and also for such other purposes as in the acts of parliament relating to the poor are mentioned (to be collected quarterly, or otherwise) by the church-wardens and overseers of the poor, and other the



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the inhabitants of the said parish, whose names are thereunto subscribed, by and with the assent of two of his majesty's justices of the peace for the liberty of *Westminster* aforesaid (one whereof being of the *quorum*): *And whereas* it appears unto us that *M. R.* of — *W. Y.* of — *E. S.* of — *W. B.* of — *M. L.* of — *E. I.* of — and *R. S.* of — are inhabitants of the said parish, and chargeable by the statutes in such case made, and that they are severally taxed, rated and assessed by the said rates or assessments towards the purposes aforesaid, with the several sums following, that is to say, *M. R.* 1*l.* 14*s.* 8*d.* two quarters thereof being 17*s.* 4*d.* is still due and in arrear; *W. Y.* 1*l.* 6*s.* 8*d.* two quarters thereof being 13*s.* 4*d.* is still due and in arrear; *E. S.* 18*s.* three quarters thereof being 13*s.* 6*d.* is still due and in arrear; *W. B.* 13*s.* 4*d.* three quarters thereof being 10*s.* is still due and in arrear; *E. I.* 12*s.* three quarters whereof being 9*s.* is still due and in arrear; *M. L.* 1*l.* 4*s.* two quarters whereof being 12*s.* is still due and in arrear; *R. S.* 10*s.* three quarters whereof being 7*s.* 6*d.* is still due and in arrear. *And whereas* it appears unto us upon the oath of *A. B.* one of the said overseers, that the said several sums of money so taxed, rated and assessed on the said *M. R. W. Y. E. S. W. B. M. L. E. I.* and *R. S.* respectively, or the arrearages thereof as aforesaid, have been severally demanded at each of their respective houses since the same became due and payable, and that they the said *M. R. W. Y. E. S. W. B. M. L. E. I.* and *R. S.* have severally refused or neglected to pay the same, or the arrearages thereof as aforesaid; *And whereas* they have been severally summoned to appear before us to shew cause why they refused to pay the said several sums assessed upon each of them, as aforesaid, and have either neglected to appear, or have not shewed sufficient cause why they should not pay the same; *therefore* by virtue of the statutes in this behalf made, we do by this our warrant authorize and command you and each and every of you forthwith to levy the said several sums of money assessed on each of them the said *M. R. W. Y. E. S. W. B. M. L. E. I.* and *R. S.* or the arrearages thereof,

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thereof, by distress and sale of each of their respective several goods, rendring to each person the overplus, if any, that shall remain upon such sale; and all constables, and others his majesty's officers, are hereby required to be aiding and assisting therein, as they will answer the contrary at their perils, and for so doing this shall be to you and them a sufficient warrant. *Given* under our hands and seals the — day of — 1738.

It is usual to call a petit sessions, and summons defaulters to attend there before any warrant is made out.

### *A warrant to distrain for the rector's rate.*

To Mr. J. C. and Mr. P. V. collectors duly appointed of the rector's rate of the parish of St. — in the county of *Middlesex*, for the year 1738.

*Middlesex*, ss. **W**HEREAS it appears to us whose hands and seals are hereunto set, two of his majesty's justices of the peace for the county of *Middlesex* aforesaid (one of us being of the *quorum*) by a certain taxation, rate or assessment, bearing date the 31st day of *March* 1738, duly made on all and every the inhabitants in the said parish of St. — to raise a competent sum of money for making provision for the rector of the said parish, and for other purposes in the act of parliament made in the 12th year of the reign of his late majesty King George I. mentioned, for one whole year, commencing from the said 31st day of *March*, that the several persons herein after named, among other, are by virtue of the said act of parliament duly taxed, rated and assessed in the several sums of money following, that is to say, *W. H.* 13s. 4d. *J. C.* 1l. 6s. 8d. *W. Y.* 4s. 4d. *E. I.* 5s. 9d. and *T. J.* 7s. 6d. And whereas it further appears to us the said justices, as well by the complaint of you the said collectors, as also upon your oaths taken before us, that the said sums of money so taxed and rated on the said *W. H.* *J. C.* *W. Y.* *E. I.* and *T. J.* respectively

*It is a particular act made for the maintaining a rector.*

tively as aforesaid, have been duly demanded of them since the same became due and payable, and that they the said *W. H. J. C. W. Y. E. I.* and *T. J.* have severally refused or neglected to pay the same, and do still refuse or neglect to pay the same; *These* are therefore in his majesty's name, and by virtue of the above-recited act of parliament, to authorize and require you the said collectors, or either of you, forthwith to levy the said several sums of money as are abovementioned to have been taxed, and are now due from the said *W. H. J. C. W. Y. E. I.* and *T. J.* respectively, by distress and sale of the goods of such person or persons, returning the overplus to the owner or owners thereof, after deduction of reasonable charges for and about making such distress and sale; and all constables, and others his majesty's officers, are hereby required to be aiding and assisting to you herein, as they will answer the contrary at their respective perils; and for so doing this shall be to you a sufficient warrant. *Given* under our hands and seals the — day of — 1738.

*A warrant to distrain for the scavengers rate.*

To *A. B.* and *C. D.* scavengers appointed for the parish of St. — in the liberty aforesaid, for the year 1738.

*Westminster*, to wit. **W**HEREAS a rate or assessment was rated or assessed the day of — in the said year 1738, on the inhabitants of the said parish (for carrying away the dust, dirt, ashes, filth and soil out of the streets, lanes, allies and other places of the said parish for the said year 1738) by the constable, church-wardens, overseers of the poor, and other inhabitants of the said parish, whose names are thereunto subscribed and confirmed, and allow'd by two of his majesty's justices of the peace for the said liberty of *Westminster* (one of them being of the *quorum*): And whereas *E. J.* of —

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an inhabitant of the said parish, and chargeable by the statute in such case made, and is taxed, or rated and assessed by the said rate or assessment amongst others in the sum of 8*s.* three quarters whereof being 6*s.* is still due and in arrear: *And whereas* it appears unto us, whose hands and seals are hereunto set, two of his majesty's justices of the peace for the liberty of *Westminster* (one whereof being of the *quorum*) on the oath of the said *A. B.* that the said sum of money so rated, taxed and assessed on the said *E. I.* or the arrearages thereof as aforesaid, hath been duly demanded at the house of the said *E. I.* since the same became due and payable, and that he hath refused or neglected to pay the same, or the arrearages thereof as aforesaid, and still doth refuse: *And whereas* he hath been summoned to appear before us to shew cause why he refuses to pay the said sum of money so assessed upon him as aforesaid, or the arrearages thereof, and hath either neglected to appear, [or hath not shewed sufficient cause] why he should not pay the same; therefore by virtue of the said statute in this behalf made, we do by this our warrant authorize and command you and each of you forthwith to levy the said sum of money so in arrear as aforesaid by distress and sale of the goods of the said *E. I.* rendring to the said *E. I.* the overplus, if any, that shall remain upon such sale, and for want of distress, to make a due return to us that he may be further dealt with according to law; and all constables, and others his majesty's officers, are hereby required to be aiding and assisting to you herein, as they will answer the contrary at their peril. *Given* under our hands and seals the — day of — 1738.

### *A certificate of a person's settlement.*

*Westminster*, to wit. **WE** *J. J. W. M. R. D.* and *H. P.* church-wardens and overseers of the poor of the parish of St. — do hereby own and acknowledge *J. C.* to be legally settled in the said parish of St. —. *In Witness* whereof  
we

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we have hereunto set our hands and seals the — day of — in the year of our Lord 1738.

Attested by

*J. J.* } Church-wardens.  
*W. M.* }

*A. W.* (the vestry-clerk)

*T. S.*

*R. D.* } Overseers of the  
*H. P.* } poor.

*Allowance thereof by the justices.*

To the church-wardens and overseers of the county of *Mitcham* in the county of *Surry*, or to any or either of them.

**W**E whose names are hereunto subscribed, being two of his majesty's justices of the peace of and for the city and liberty of *Westminster*, do allow of this certificate, and do hereby certify that *A. W.* the vestry clerk, one of the witnesses who attested the execution thereof, hath made oath before us that he did see the church-wardens and overseers of the poor, whose names and seals are thereunto subscribed and set, severally sign and seal the same; and that the names of *T. S.* and of him the said vestry clerk, witnesses attesting the said certificate, are of their own proper hand-writing. *Witness* our hands this      day of      1738.

*Warrant against an intruder.*

To all constables and others his majesty's officers of the peace, whom these may concern.

*Middlesex.* **W**HEREAS complaint hath been made before me by the church-wardens and overseers of the poor of the parish of — in the county of — That *John Dee* hath, with a large family, settled and dwells in the said parish, contrary to the statute in that case: *These* are in his majesty's name to require you to bring the said *John Dee*, of whom you shall have notice, before me, or some other of his majesty's justices of the peace, to be examined and



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and dealt with according to law. Given under my hand  
and seal the — day of — in the year of our  
Lord —

Order of two justices for the removal of a  
poor person and his family.

To the church-wardens and overseers of the poor of  
the parish of — in the county of *Middlesex*,  
and to the church-wardens and overseers of the  
poor of the parish of — in the said county of  
*Middlesex*, and to each and every of them,

*Middlesex*, to wit. **W**HEREAS complaint hath  
been made by you the church-  
wardens and overseers of the poor of the said parish of  
St. — unto us whose hands and seals are hereunto  
set, two of his majesty's justices of the peace (whereof  
one is of the *quorum*) for the county aforesaid, that  
*J. B.* aged about 30 years, and *S.* his wife, with their  
two children *R.* aged about ten years, and *A.* aged  
about seven years, have lately intruded and come into  
your said parish of —, there to inhabit as parishion-  
ers, contrary to the laws relating to the settlement of  
the poor, and are there like to become chargeable, if  
not timely prevented: And whereas, upon due exami-  
nation and inquiry made into the premises by us, on  
the oath of — it appears unto us, and we accord-  
ingly adjudge, that the said *J. B.* and *S.* his wife, and  
their said two children *R.* and *A.* are like to become  
chargeable unto the said parish of — and that the  
last legal place of settlement of the said *J. B.* and *S.*  
his wife, and their said two children *R.* and *A.* is in  
the said parish of — These are therefore in his ma-  
jesty's name to order and require you the said church-  
wardens and overseers of the parish of — aforesaid,  
that you or some of you do forthwith remove and con-  
vey the said *J. B.* and *S.* his wife, and their said two  
children *R.* and *A.* from your said parish of — to the  
said parish of — and them deliver to the church-war-  
dens and overseers of the poor there, or some or one of  
them, together with this our warrant or order, or a  
I true

true copy hereof; whereby they are likewise required in his majesty's name, and by virtue of the statutes in such case made, forthwith to receive the said J. B. and S. his wife, and their said two children R. and A. into their said parish, and provide for them as their own parishioners. *Given* under our hands and seals the — day of — 1738.

*A warrant to relieve a poor person according to stat. 9 Geo. I. cap. 7.*

To the church-wardens and overseers of the poor of the parish of, &c. in the county of, &c.

*Suffex*, to wit. **W**HEREAS L. R. of your parish hath made oath before me H. P. Esq; one of his majesty's justices of the peace for the county of, &c. that he is very poor and impotent, and utterly unable to provide for himself and family, so that they must inevitably perish unless timely relieved, and that he the said L. R. on the — day of — last applied himself to the parishioners of your parish at a publick meeting, and was by them refused: *And whereas* I have summoned you the overseers of the poor of the said parish to shew cause why relief should not be given to the said L. R. but you have not made any sufficient cause appear; *These* are therefore in his majesty's name to command you to pay unto the said L. R. the sum of three shillings *per week* for and towards the support and maintenance of the said L. R. and his family, until such time as he the said L. R. shall be better able to provide for the same, or that you be otherwise ordered to forbear the said allowance. *Given*, &c.

*A vagrant's pass.*

To the constable of, &c.

*Southampton.* **W**HEREAS T. M. being, as he informs me, about the age of thirty years, was apprehended in the town of *Limington*, wandering and begging there, and brought before me  
J. W.

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*J. W. Esq;* one of his majesty's justices of the peace for this county, and upon examination of the said *T. M.* and also of *R. R.* taken before me on oath, it appears that the said *T. M.* was born at the parish of *St. Clements Danes* in the county of *Middlesex*, and it doth not appear unto me that the said *T. M.* hath obtained any legal settlement since his birth; *These* are therefore to require you to convey the said *T. M.* to the parish of, &c. in the county of ——— that being the first town in the next precinct through which the said *T. M.* ought to pass to the said parish of, &c. to be thence conveyed to the parish of, &c. And I do hereby allow the space of three days for his passing to the said parish. *Given, &c.*

### *The examination of a woman pregnant of a bastard.*

Surry, to wit. **E.** *P. of, &c.* single woman, examined before me *R. R. Esq;* one of his majesty's justices of the peace for the county aforesaid, on the ——— day of ——— 1739, on her oath saith, That she is a hired servant to *T. M. of, &c.* inn-keeper, at the yearly wages of six pounds, and has continued in such service from the ——— day of ——— last, and that in or about the month of ——— last, one *W. C.* a drawer or servant to the said *T. M.* pretending great kindness to the said examinant, prevailed with her and had several times carnal knowledge of her body in the said examinant's bed, in the back garret of her said master's house, and that the said *W. C.* did get her with child of the child or children of which she is now pregnant, and that the said *W. C.* and no other person is the father of the said child or children; and the said examinant also saith, that the said child or children, when born, is and are likely to become chargeable to the parish of ———

*E. P.*

Sworn the      day  
of      1739.

*The examination of a woman delivered of a  
bastard child.*

*Southampton.* **T**HE examination of *E. M.* of, &c. single woman, taken before us *R. H.* and *W. J.* Esqs; two of his majesty's justices of the peace for the county aforesaid (the said *R. H.* being of the *quorum*) the — day of — 1739, who upon her oath saith, that the male bastard child, of which she was delivered the — day of — last, about — o'clock in the — now in the parish of, &c. was begotten by *T. S.* of *Petersfield* in the county aforesaid, inn-keeper, she being servant to the said *T. S.* who, during the time this examinant was so servant to the said *T. S.* viz. on or about, &c. and several times afterwards, in the dwelling-house of the said *T. S.* prevailed on this examinant, and had carnal knowledge of her body; and that the said *T. S.* and no other person whatsoever is the father of the said bastard child.

Sworn the — day of —

1739, before —

*E. M.*

*A warrant against the reputed father of a  
bastard child, before it is born.*

To the constable of, &c.

*Surry,* to wit. **W**HEREAS on the voluntary examination of *E. P.* of, &c. single woman, taken the — day of — last before me, on oath it appears, that the said *E. P.* is now pregnant of a bastard child or children, which when born is and is likely to become chargeable to the parish or — And whereas the said *E. P.* on her said examination did charge *W. C.* of, &c. to be the father of, and to have gotten such child or children; These are therefore in his majesty's name to require and command you, or some one of you to apprehend the said *W. C.* and bring him before me, or some other of his majesty's justices of the peace for the county aforesaid, to be dealt with according

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according to law. Given under my hand and seal the  
— day of — 1739.

*A warrant against the reputed father of a  
bastard child, after the same is born.*

To the constable, &c.

Southampton, to wit. **W**HEREAS upon the examination of E. M. of, &c. single woman, taken before me R. H. and W. J. Esqrs. two of his majesty's justices of the peace (1 the said R. H. being of the *quorum*) it appeared, that the said E. M. had lately been delivered of a male bastard child, which is become chargeable to the parish of — and that she charges T. S. of, &c. with being the father of the said bastard child; *These* are therefore upon the complaint of the overseers of the poor of the said parish, to command you to apprehend the said T. S. and bring him before me or some other of his majesty's justices for the county aforesaid, to be dealt with according to law. Given, &c.

*A commitment of the father of a reputed  
bastard child.*

To the keeper of, &c.

Southampton, to wit. **W**HEREAS (as before is) with being father of the said bastard child; And whereas the said T. S. hath refused before me to give security to indemnify the said parish of, &c. or to enter into a recognizance with sufficient sureties, to appear at the next general sessions of the peace to be held for the county aforesaid, and abide and perform such order as shall be there made in the premises pursuant to the statutes in that case made and provided; *These* are therefore to command and require you to receive into your custody the body of the said T. S. and safely to keep him till he shall be discharged by due course of law; for which this shall be your warrant. Given, &c.



*Order of two justices on the reputed father  
of a bastard child for the relief of the pa-  
rish and maintenance of the child.*

*Middlesex, to wit.*

**W**HEREAS due proof hath been made before us *R. B.* and *T. M.* Esqrs. two of his majesty's justices of the peace for the said county of *Middlesex*, (of whom one is of the *quorum*) inhabiting in the parish of — in the said county, upon the oath of *B. R.* single woman, mother of a female bastard child, born the — day of this instant — in the parish of — in the said county, and there christened *E.* that one *W. L.* formerly of *N.* in the county of *B.* barber, did beget on the body of the said *B. R.* the said female bastard child, which said child is now chargeable to the said parish of — of which the church-wardens and overseers of the poor of the said parish have complained: We the said justices, upon the examination of the said *B. R.* the mother, touching the father of the said child of which she was delivered as aforesaid, and other circumstances us hereunto moving, *do* hereby adjudge and declare the said *W. L.* to be the reputed father of the said female bastard child, born of the body of the said *B. R.* as beforementioned; And thereupon we do order, as well for the relief, and to save harmless and keep indemnified the said parish of — as for the maintaining and keeping of the said female bastard child, that the said *W. L.* shall forthwith, upon sight of this our order, (a true copy thereof being first delivered to him) pay or cause to be paid unto the church-wardens or overseers of the poor of the said parish of — all such sum and sums of money as they have laid out and expended for and on the account of the said bastard child, not exceeding ten shillings a week for the first four weeks from the birth of the said child, for the monthly lying-in, and five shillings to the midwife for laying of the said *B. R.* and after the expiration of the said first four weeks the said *W. L.* shall pay, or cause to be paid weekly and every week the sum of two shillings and six-pence of lawful money of *Great Britain*, for and towards

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towards the relief and maintenance of the said female bastard child, for so long time as the said child shall be chargeable to the said parish.

And lastly we do order, That the said *W. L.* do forthwith give sufficient security to the church-wardens and overseers of the poor of the said parish of ——— for the true performance of this our order; otherwise to find sufficient sureties for his personal appearance at the next general quarter-sessions of the peace to be holden for the said county or liberty, there to answer his contempt, and to abide such further order as the court shall think fit to make therein. *Given* under our hands and seals this — day of — in the year of our Lord 17 —

*A recognizance entered into for the reputed father of a bastard child, by two sureties to appear at the sessions.*

*Southampton, to wit.* **B**E it remembered that the — day of — in the year of our Lord 1739, and in the 13th year of the reign of King George the second, *E. C.* of *Petersfield*, and *W. C.* of, &c. came before me *R. H. Esq;* one of his majesty's justices of the peace for the county aforesaid, and became bail for, and each of them became bail for *T. S.* of, &c. inn-holder, under the penalty of 20*l.* of lawful money of *Great Britain*, which sum they and each of them acknowledged to owe to our sovereign lord the King, and granted, and each of them did grant to be levied of their and each of their goods and chattels, lands and tenements, to the use and behoof of our said sovereign lord the King, his heirs and successors, if the aforesaid *T. S.* shall make default in the under-written condition.

**T**HE condition of the above recognizance is such, That if the above-named *T. S.* do personally appear at the next general quarter-sessions of the peace for the said county of *Southampton*, and then and there stand to, abide and perform such order as shall be then and there made upon the complaint of the overseers of the poor of the parish of — in getting *E. M.*

single woman, with child, whereof the said *E. M.* is now pregnant, which child is likely to be born a bastard, and to become chargeable to the said parish of — (Or thus, For getting a male bastard child on the body of *E. M.* which child was born in the said parish of — and is become chargeable to the said parish) then the said recognizance shall be void, or else be and remain in full force and virtue.

Taken and acknowledged the — day  
of — in the — year of, &c.

Before me *R. H.*

*A warrant against an idle and disorderly  
Apprentice.*

To the constable of, &c.

*Middlesex.* **W**HEREAS complaint hath been made unto *J. G. Knt.* one of his majesty's justices of the peace for the county of *Middlesex*, by *T. M.* of, &c. Blacksmith, That *W. D.* his apprentice, is not only a very negligent, but a stubborn and disorderly servant, and very much misbehaves himself towards the said *T. M.* his master; These are therefore in his majesty's name to command you to bring the said *W. D.* before me, or some other justice of the peace for the county aforesaid, to be examined concerning the premisses; and that such order may be made therein as shall be agreeable to law. Given, &c.

*A warrant against an apprentice for departing from his service.*

To all constables, &c.

*Middlesex.* **W**HEREAS complaint hath been made before me *T. D. Esq;* one of his majesty's justices of the peace for the county aforesaid, by *W. C.* of, &c. that *J. S.* his apprentice hath lately departed from his said master's service, contrary to law; These are therefore in his majesty's name to command

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command you to apprehend the said *J. S.* and bring him before me, or some other of his majesty's justices of the peace for this county, to answer the premisses. *Given, &c.*

### *A warrant against a master for abusing his apprentice.*

*Middlesex*, to wit. **W**HEREAS complaint hath been made unto me by *T. D.* apprentice to *W. C.* of, &c. tallow-chandler, That the said *W. C.* doth not allow his said apprentice sufficient meat and drink, and hath oftentimes immoderately corrected him without any just cause, contrary to law; These are therefore in his majesty's name to command you to apprehend the said *W. C.* and to bring him before me, or some other of his majesty's justices of the peace, to answer the premisses. *Given, &c.*  
[See the second part; fol. 191. Petition to the sessions on the like occasion.]

This warrant must be made by the justices where the master dwells, or mayor or head officer of the corporation; and if the justice cannot reconcile them, he may bind the master to the next sessions, whereof four justices (one being of the *quorum*) may discharge the apprentice.

### *An apprentice's discharge from his apprenticeship.*

*Middlesex*, to wit. **W**E *T. L. J. M. E. B.* and *M. A.* four of his majesty's justices of the peace (of whom the said *T. L.* is of the *quorum*) for the county aforesaid, having heard and examined the matter in difference between *T. D.* an apprentice to *W. C.* of, &c. tallow-chandler; and it appearing to us that the said *W. C.* hath not allowed his said apprentice sufficient meat and drink, and hath several times, without any just cause, given him immoderate correction; We do therefore discharge the said *T. D.* from his said apprenticeship, and do hereby ad-  
I. 5, judge.

judge and declare that the said *T. D.* is discharged from being any longer apprentice to the said *W. C.* *Witness* our hands and seals, &c.

*A warrant to search for guns, dogs, nets, &c.*

To, &c.

**W**HEREAS complaint hath been made to me *Robert Fairebeard*, one of his majesty's justices of the peace for the county of ——— that several persons not legally qualified, keep guns, dogs, nets and other engines for the destruction of the game, and have lately killed and destroyed several hares, conies, pheasants, partridges and other game, within the manor of ——— in the county aforesaid; *These* are therefore in his majesty's name to authorize and empower you to search in the day time the houses, outhouses and other places of any person or persons within your liberty, who are not legally qualified to keep such guns, dogs, nets and other engines, and whom you shall suspect to have in his custody any guns, greyhounds, lurchers, setting-dogs, pointers, ferrets, hays, tramels and other nets or engines for the taking and killing of hares, conies, pheasants, partridges and other game; and if you shall find such guns, dogs, nets or engines, the same to take, seize, detain and keep to the use of the lord of the said manor of ——— or to destroy the same, and you are to certify unto me what you shall do in the premisses. *Given* under my hand, &c.

*A commitment of a person who kept nets and ferrets to take conies, he refusing to enter into a recognizance to appear at the sessions*

To the keeper of the gaol of, &c.

*Cambridgeshire*, to wit. **W**HEREAS *A. B.* late of, &c. labourer, was this present day brought before me *R. R.* one of his majesty's justices of the peace for the county of *Cambridge*, being charged



charged on oath before me with having kept and used nets and ferrets, for the taking and destroying conies, contrary to the statutes in that case made and provided: And whereas the said *A. B.* hath upon his examination before me confessed, that he has kept and used such nets and ferrets for the purposes aforesaid for the space of two years last past, but being required to enter into a recognizance for his appearance at the next general quarter-sessions to be held for the county aforesaid, has refused so to do: *These* are therefore in his majesty's name to require and command you to receive into your custody the body of the said *A. B.* herewith sent to you, and to keep him safely until he shall enter into such recognizance, or be otherwise discharged by due course of law, for which this shall be your warrant. Given under my hand and seal, &c.

*A warrant to levy the penalty for having two hares in his custody.*

To the constables of, &c.

*Devon*, to wit. **W**HEREAS it appears to me upon oath, that two hares were this day found in the house of *A. B.* in the parish of *C.* in the county of *Devon*, upon search made for that purpose, on the information of *L. R.* and the said *A. B.* has refused before me to give any account how he came by the said hares, or to produce the persons (if any) of whom he bought the same, whereof the said *A. B.* is convicted before me, pursuant to the statute in that case made and provided; *These* are therefore to require you forthwith to levy the sum of — by distress and sale of the goods of the said *A. B.* which said sum of — is the sum ascertained by me for the said offence, and that you pay one moiety of the said — to the said *L. R.* the informer, and the other to the church-wardens and overseers of the poor of the said parish for the use of their poor; and you are to certify to me what you shall do in the premisses; for all which this shall be your warrant. Given under my hand and seal, &c.

*A commitment for want of a sufficient distress on the above warrant.*

To the constable of, &c. and the keeper of the house of correction of, &c.

*Devon*, to wit. **W**HEREAS you the said constable of, &c. was lately commanded by my warrant bearing date, &c. to levy — by distress and sale of the goods and chattels of *A. B.* for that two hares were found in the house of *A. B.* in the parish of *C.* in the county of *Devon*, upon search made for that purpose, on the information of *L. R.* the said *A. B.* refused to give any account how he came by the said hares, or produce the persons (if any) of whom he bought the same, whereof the said *A. B.* was convicted before me; And whereas you the said constable have certified to me that the said *A. B.* has not sufficient goods in the county aforesaid whereof you could levy the said — These are therefore in his majesty's name to require you to apprehend the said *A. B.* and to carry him to the house of correction of, &c. and to deliver him, together with this warrant, to the keeper of the said house of correction; And these are also in his majesty's name to command you, the keeper of the said house of correction, to take the aforesaid *A. B.* into your custody, and to cause him to be whipp'd and kept to hard labour for the space of three weeks next ensuing the date hereof. Given, &c.

*A warrant against the master to levy the penalty of ten pounds for refusing to receive an apprentice.*

To the church-wardens and overseers of the poor of, &c.

*Norfolk*, to wit. **W**HEREAS *S. B.* a poor male child, was by the church-wardens and overseers of the poor of the parish of, &c. by and with the assent of *J. P. Esq;* and *J. B. Esq;*

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two of his majesty's justices of the peace for the said county, lately placed and bound by indenture as an apprentice to J. L. of, &c. to dwell with him after the date of the said indenture, until the said S. B. should attain the age of twenty-four years, pursuant to the statute in that case made and provided: *And whereas* W. C. one of the church-wardens of the parish of, &c. hath made oath before us that the said J. L. doth refuse to receive the said S. B. and provide for him as the law directs, and doth also refuse to execute a counter-part of the said indenture; *These* are therefore in his majesty's name to require and command you the church-wardens, &c. to levy the sum of 10*l.* by distress and sale of the goods of the said J. L. to the use of the poor of the parish of, &c. (the parish where the offence shall be committed); for which this shall be your warrant. *Given* under our hands and seals, &c.

### *A warrant against sabbath-breakers.*

To the constables, church wardens and overseers of the poor of the parish of — in the county of *Devon*.

*Devon*, to wit. **W**HEREAS we have been inform'd that the *Lord's day* is often profaned in your parish by disorderly meetings of several idle persons, and by gaming, sports, and tippeling in publick houses and shops, and by persons using and exercising their several respective trades and callings on that day, and likewise by several other means, particularly by persons who keep fruit and herb-stalls, to the obstruction and hindrance of his majesty's subjects, contrary to the laws in that case made and provided: *And whereas* such disorderly and unlawful proceedings tend to the encouragement of vice, lewdness, immorality and prophaneness, to the great dishonour of God, disturbance of the inhabitants, and evil example to others; *These* are therefore in his majesty's name to require you and every of you to make a strict and diligent search throughout the said parish on the next *Lord's day*, being the — day of — for all such persons offending in the matters aforesaid, and to take

take a true account of the christian and surnames of all and every the persons offending as aforesaid, to the end the same may be returned by you upon oath unto us at a petit-sessions, to be held at — on — the — day of — at — o'clock in the forenoon of the same day, and that such offenders may be dealt with according to law; and hereof you or any of you are not to fail. *Given* under our hands and seals, &c.

*A warrant to levy the penalty of five shillings for exercising a trade on a Sunday.*

To the constables, church-wardens and overseers of the poor of, &c.

City of York, to wit. **W**HEREAS it hath been duly proved on oath before me, that J. S. barber, being of the age of 14 years and upwards, did on the last Lord's day, being the — day of — instant, exercise his said trade or calling of a barber, by reason whereof he hath forfeited the sum of 5 s. for the use of the poor of the said parish; These are therefore to require you to levy the said sum of 5 s. so forfeited by the said J. S. on the goods and chattels of the said J. S. by distress and sale thereof, rendring to him the overplus, and to apply the said sum to the use of the poor of the said parish, according to law. *Given, &c.*

*A warrant to levy the penalty of twenty shillings for travelling on the Lord's day.*

To the constables, &c.

Salop, to wit. **W**HEREAS it hath been duly proved on oath before me, That T. M. of, &c. being a common carrier (or otherwise as the case shall be) did on Sunday the — day of — last, travel with horses and waggon through your parish, contrary to the statute in that case made and provided, whereby the said T. M. hath forfeited twenty shillings to the use of the poor of the said parish.

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ish; *These* are therefore in his majesty's name to require and command you forthwith to levy the said sum of twenty shillings on the goods and chattels of the said *T. M.* by distress and sale, rendering to him the overplus, if any, and applying the said sum of twenty shillings so to be levied to the use of the poor of the said parish, according to law. *Given, &c.*

### *A licence to travel by water on the Lord's day.*

Middlesex, to wit. **W**HEREAS *R. R.* Gent. the bearer hereof, this day came before me *J. F.* Esq; one of his majesty's justices of the peace for the county of *Middlesex*, and gave me reasonable satisfaction, as required by the statute in that case made and provided, that he hath urgent occasion to travel by water on this — day of — being the *Lord's day*, from — stairs to *M.* in the county of *Surry*, and to employ one or two watermen with a boat or wherry in his passage; *These* are therefore to certify to all whom it may concern, that pursuant to the statute aforesaid I have given, and hereby do give to the said *R. R.* free liberty and licence so to travel by water as aforesaid, requiring all persons to permit and suffer the said *R. R.* to have passage by water as aforesaid, and to employ such men and boats as shall be necessary for the purpose aforesaid, without any molestation or trouble whatsoever. *Given, &c.*

### *A warrant to apprehend a person for making a disturbance in church, and abusing the minister.*

To the constables and church-wardens of the parish of — in the county of — and every of them.

Norfolk, to wit. **W**HEREAS *J. P.* of, &c. and *W. S.* of, &c. have made oath before me, That *J. S.* of your parish did on the — day of — instant, being the *Lord's day*, go into the parish



parish church of, &c. in the county of N. and there in time of divine service made a great noise and disturbance, and particularly called R. T. of, &c. Esq; rogue, rascal, and other opprobrious names, and was also guilty of indecent and irreverent language to the rev. Dr. J. P. rector of the said church, who was then and there exercising the function of his office, and was also then and there guilty of other misdemeanors, in contempt of religion, and tending to the breach of the peace; *These* are therefore to require and command you in his majesty's name to apprehend the said J. S. and bring him before me, or some other of his majesty's justices of the peace for the said county, to answer the matters so objected against him as aforesaid; and you are also to require the said J. S. to bring with him two sufficient sureties to enter into a recognizance for his appearance at the next general quarter-sessions to be held for the county aforesaid. *Given, &c.*

*A warrant on a conviction of prophane swearing.*

To the constables, church-wardens, and overseers of the poor of the parish of — and to every of them.

**W**HEREAS R. T. of, &c. in the said parish of — hath been legally convicted before me of prophanely swearing one oath within the said parish of — upon the — day of, &c. *These* are therefore in his majesty's name to charge and command you and every of you forthwith to demand of the said R. T. the sum of one shilling, for the use of the poor of the said parish of — according to the form of the statute in that case made and provided; and if he shall refuse to pay the said sum, that then you forthwith levy the same by distress and sale of his goods for the use aforesaid, rendering to him the overplus, if any; and in defect of such distress that you set him publickly in the stocks by the space of one whole hour; hereof fail not. *Given* under my hand and seal the — day of, &c.

*A billet for the quartering a soldier.*

Mr. \_\_\_\_\_  
*Westminster*, ff. **I**T being represented, and so it appears to me, that you sell liquors that subjects you to quarter a soldier, pursuant to an act of parliament lately made for quartering his majesty's forces; I do therefore hereby, in virtue of the powers given me by the said act, and of the commands I have received from his majesty's secretary of war, require and appoint you to give quarters to \_\_\_\_\_ belonging to col. F.'s company, in his majesty's first regiment of foot guards; of which you are not to fail, upon the penalties in the said act mentioned, till you have further orders. This being the \_\_\_\_\_ day of \_\_\_\_\_ 1739.

A. R. { High constable of the  
 { said city and liberty.

To J. S.

*All former billets void.*

*A warrant for refusing to quarter a soldier.*

To all constables, and others his majesty's officers of the peace, whom these may concern.

*Westminster*, to wit. **T**HESE are in his majesty's name to command you and every of you, upon sight hereof, to take and bring before me, or some other of his majesty's justices of the peace for the said city and liberty, the body of one K. a woman whose christian name is unknown, of whom you shall have notice; to answer to all such matters and things as on his majesty's behalf shall be objected against her by R. M. a soldier, for refusing to quarter him, he having a billet from the high constable, oath made; hereof fail not at your peril. Given under my hand and seal the \_\_\_\_\_ day of \_\_\_\_\_ 1738.

A

*A warrant to remove a soldier.*

To all constables, headboroughs, &c. for the city and  
liberty of *Westminster*,

*Middlesex and Westminster.* THESE are in his majesty's  
name to will and require  
you, upon sight hereof, to remove *R. M.* from *Mrs. K.*'s to *Mr. R. G.* the said *Mrs. K.* being very  
poor, and not able to entertain him; and for so doing  
this shall be your warrant. Given under my hand and  
seal this — day of — 1733.

*A warrant to levy 30 s. and pay the same to  
an engine-keeper for bringing the first pa-  
rish engine to extinguish a fire.*

To the constable of, &c.

*London*, to wit. WHEREAS due proof on oath  
hath been this day made before  
us *J. B. Knt.* and *M. P. Esq;* two of his majesty's ju-  
stices of the peace for the city of *London*, That *J. H.*  
engine-keeper, did first bring in a parish engine to help  
to extinguish a fire which lately happened in the said  
parish of, &c. which engine was then in good or-  
der complete, with a socket, nose, and leather-pipe, by  
reason whereof the church-wardens of the said parish  
of, &c. ought to have paid unto the said *J. H.* the  
sum of 30 s. pursuant to the statute in that case made  
and provided; but they have hitherto neglected and  
refused to pay the same; These are therefore to require  
and command you in his majesty's name to levy the  
said sum of 30 s. of the goods and chattels of the said  
—— church-wardens, rendring to them the over-  
plus, if any, and paying the said sum of 30 s. to the  
said *J. H.* Hereof fail not. Given, &c.

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### *A warrant to search for stolen goods.*

To all constables and others his majesty's peace officers,  
whom these may concern.

*Westminster*, to wit. **W**HEREAS complaint hath been this day made unto me upon oath by *J. W.* that he hath had feloniously stolen from him, by some evil disposed persons, a pint silver mug value about 3 *l.* 10 *s.* These are therefore in his majesty's name to require and command you, and every of you, to make diligent search in the day-time in the lodgings of one *W.* a woman, whose christian name is unknown, living at Mr. *T.*'s in *Hungerford-market*, there being a violent suspicion that she stole the aforesaid mug; and if upon your search you shall find the mug, that then you secure the same, and the person in whose custody the same shall be found, and bring him or her before me, or some other of his majesty's justices of the peace for the said city and liberty, to be examined touching the premises, and farther to be dealt with according to law. Hereof fail not at your peril. Given under my hand and seal this — day of — 1733.

*J. F.*

### *A warrant on suspicion of felony.*

To all constables and others his majesty's officers of the peace whom these may concern.

*Westminster*, to wit. **T**HESE are in his majesty's name to command you, and every of you, upon sight hereof, to take and bring before me, or some other of his majesty's justices of the peace for the said city and liberty, the bodies of *T. P.* and *C. W.* of whom you shall have notice, to answer to all such matters and things as on his majesty's behalf shall be objected against them by *E. S.* on a violent suspicion of having stole from her three mobs, two handkerchiefs, and several other things, to the value of

of 20 s. oath being made thereof before me. Hereof fail not at your peril. Given under my hand and seal this — day of — in the year of our lord 1733.

J. F.

*A warrant for an assault.*

To all constables and others his majesty's officers of the peace, whom these may concern.

*Westminster*, to wit. **T**HESE are in his majesty's name to command you, and every of you, upon sight hereof, to take and bring before me, or some other of his majesty's justices of the peace for the said city and liberty, the body of T. A. of whom you shall have notice, to answer to all such matters and things as on his majesty's behalf shall be objected against him by D. P. for wounding, beating and bruising him, in breach of the peace, oath being made thereof before me. Hereof fail not at your peril. Given under my hand and seal this — day of — in the year of our Lord 1733-4.

J. F.

*A warrant for the peace.*

To all constables and others of his majesty's peace officers, whom these may concern.

*Westminster*, to wit. **T**HESE are in his majesty's name to command you and every of you, upon sight hereof, to take and bring before me, or some other of his majesty's justices of the peace for the said city and liberty, the body of E. P. of whom you shall have notice, to find sufficient sureties, as well for her appearance at the next sessions to be holden for the said city and liberty, as also in the mean time to keep the peace as well towards his said majesty as all his liege people, and especially towards H. S. he having taken his corporal oath before me this day, that he goes in danger of his life, or of some bodily



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bodily harm that the said E. P. will do, or cause to be done unto him. And hereof fail not at your peril. Given under my hand and seal this — day of —

1733.

J. F.

*A bench warrant for an assault on an indictment found.*

To all constables, headboroughs, and other his majesty's officers and ministers within the county of *Middlesex*, and to every of them whom it may concern!

*Middlesex*, to wit. **T**HESE are to will and require, and in his majesty's name to charge and command you, upon sight hereof, to bring before us, and others his majesty's justices of the peace of the county aforesaid, at the sessions of peace now holden at *Hick's hall* in *St. John-street*, in and for the said county, the body of *G. B.* who stands indicted for making an assault upon one *S. M.* spinster, (if the court be then and there sitting) or if not, before us, or some other of his majesty's justices of the peace of the same county, to find sufficient sureties for his personal appearance at this present sessions, to answer the same, and all such other matters as on his majesty's behalf shall be objected against him: And if he cannot be taken during this present sessions, that then so soon after as he shall be taken, you bring or cause him to be brought before us, or some other of his majesty's justices of the peace of the said county, to find sufficient sureties for his personal appearance at the next sessions of the peace to be holden for the said county, to answer as aforesaid, and farther to be dealt withal according to justice. Hereof you are not to fail at your peril. Dated in open sessions at *Hick's hall* aforesaid this — day of — in the year of our Lord 1733.

P. F.

J. M.

*A commitment for assaulting a constable in the execution of his office.*

To the keeper of the Gate-house at Westminster, or his lawful deputy.

Westminster, to wit. **R**ECEIVE into your custody the body of *E. J.* herewith sent you, brought before me this day, and charged upon the oath of *L. S.* for assaulting, beating and bruising her, and likewise charged upon the oath of *T. D.* one of the constables of St. —, for assaulting him, and knocking him down in the execution of his office; him safely keep for want of sureties, or until discharged by due course of law. Given under my hand and seal this — day of — 1733.

J. F.

*A commitment for a violent assault.*

To the keeper of the Gate-house at Westminster, or his lawful deputy.

Westminster, to wit. **R**ECEIVE into your custody the body of *T. S.* herewith sent you, brought before me this day, and charged upon the oath of *R. B.* of having run the serule of his cane into his eye, which has dangerously wounded his eye; him safely keep for want of sureties, or until discharged by due course of law. Given under my hand and seal this — day of — 1733.

J. F.

*Commitment for felony.*

To, &c.

**T**HESE are in his majesty's name to authorize and require you to receive the body of *L. J.* herewith sent you, he being charged on oath before me with feloniously taking a horse, the property of *L. R.* and you are to keep the said *L. J.* in safe and close custody, until he shall be discharged by due course of law; and for so doing this shall be your warrant. Dated, &c.

A

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*A commitment for high treason.*

To, &c.

**T**HESE are in his majesty's name to authorize and require you to receive and keep in safe and close custody the body of T. R. herewith sent you for high treason in adhering to his majesty's enemies, until he shall be delivered by due course of law; and for so doing this shall be your warrant. Dated, &c.

---

*The*

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F I N I S.

# A Compendious Library of the Law:

Necessary for Persons of

ALL DEGREES and PROFESSIONS.

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In the SAVOY:

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# Compendium of the Law

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<p>Section I. Of the Law in General</p> <p>Section II. Of the Law in Particular</p> <p>Section III. Of the Law in Particular</p> <p>Section IV. Of the Law in Particular</p> <p>Section V. Of the Law in Particular</p> <p>Section VI. Of the Law in Particular</p> <p>Section VII. Of the Law in Particular</p> <p>Section VIII. Of the Law in Particular</p> <p>Section IX. Of the Law in Particular</p> <p>Section X. Of the Law in Particular</p> <p>Section XI. Of the Law in Particular</p> <p>Section XII. Of the Law in Particular</p> <p>Section XIII. Of the Law in Particular</p> <p>Section XIV. Of the Law in Particular</p> <p>Section XV. Of the Law in Particular</p> <p>Section XVI. Of the Law in Particular</p> <p>Section XVII. Of the Law in Particular</p> <p>Section XVIII. Of the Law in Particular</p> <p>Section XIX. Of the Law in Particular</p> <p>Section XX. Of the Law in Particular</p> <p>Section XXI. Of the Law in Particular</p> <p>Section XXII. Of the Law in Particular</p> <p>Section XXIII. Of the Law in Particular</p> <p>Section XXIV. Of the Law in Particular</p> <p>Section XXV. Of the Law in Particular</p> <p>Section XXVI. Of the Law in Particular</p> <p>Section XXVII. Of the Law in Particular</p> <p>Section XXVIII. Of the Law in Particular</p> <p>Section XXIX. Of the Law in Particular</p> <p>Section XXX. Of the Law in Particular</p>	<p>Section I. Of the Law in General</p> <p>Section II. Of the Law in Particular</p> <p>Section III. Of the Law in Particular</p> <p>Section IV. Of the Law in Particular</p> <p>Section V. Of the Law in Particular</p> <p>Section VI. Of the Law in Particular</p> <p>Section VII. Of the Law in Particular</p> <p>Section VIII. Of the Law in Particular</p> <p>Section IX. Of the Law in Particular</p> <p>Section X. Of the Law in Particular</p> <p>Section XI. Of the Law in Particular</p> <p>Section XII. Of the Law in Particular</p> <p>Section XIII. Of the Law in Particular</p> <p>Section XIV. Of the Law in Particular</p> <p>Section XV. Of the Law in Particular</p> <p>Section XVI. Of the Law in Particular</p> <p>Section XVII. Of the Law in Particular</p> <p>Section XVIII. Of the Law in Particular</p> <p>Section XIX. Of the Law in Particular</p> <p>Section XX. Of the Law in Particular</p> <p>Section XXI. Of the Law in Particular</p> <p>Section XXII. Of the Law in Particular</p> <p>Section XXIII. Of the Law in Particular</p> <p>Section XXIV. Of the Law in Particular</p> <p>Section XXV. Of the Law in Particular</p> <p>Section XXVI. Of the Law in Particular</p> <p>Section XXVII. Of the Law in Particular</p> <p>Section XXVIII. Of the Law in Particular</p> <p>Section XXIX. Of the Law in Particular</p> <p>Section XXX. Of the Law in Particular</p>
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In the Year 1780, (Revised by the  
 and in the Year 1780, as the Law was  
 in the Year 1780, as the Law was

## Bonds or Obligations, Conditions, Agreements, &c.

*A bond or obligation from one to one, with  
condition for payment of a sum of money.*

**K** *ND* *W* all men by these presents, that I  
*W. G.* of *R.* in the county of *S.* gentleman,  
am held and firmly bound to *W. B.* in twenty  
pounds of lawful money of *Great Britain* to  
be paid to the said *W. B.* or his certain attorney, exe-  
cutors or administrators; to which payment well and  
truly to be made, I bind myself, my heirs, executors  
and administrators, firmly by these presents, sealed with  
my seal, Dated this — day of —, in the year of  
our Lord —, and in the — year of the reign  
of King *George the second.*

The condition of this obligation is such, that if the  
above bounden *W. G.* his heirs, executors, or admini-  
strators, shall well and truly pay, or cause to be paid  
unto the above-named *W. B.* his executors, administra-  
tors or assigns, the full sum of 10 *l.* of good and lawful  
money of *Great Britain*, with interest for the same, on  
the 13th day of *December* next ensuing the date hereof;  
then this obligation to be void, and of no effect, or else  
to be and remain in full force and virtue.

*Sealed and delivered  
(being first duly stamp'd)  
in the presence of*

*A bond or obligation from two to one.*

**KNOW** all men by these presents, that we *W. C.* of, *£c.* and *C. M.* of, *£c.* are held and firmly bound to *W. D.* of, *£c.* in 200 *l.* of good and lawful money of *Great Britain*, to be paid to the said *W. D.* or his certain attorney, executors, or administrators; to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, firmly by these presents, sealed with our seals, Dated this — day of, *£c.*

*The form is the same if it be from three to one.*

*A bond or obligation from two to two.*

**KNOW** all men by these presents, that we *T. M.* of, *£c.* and *W. H.* of, *£c.* are held and firmly bound to *H. D.* of, *£c.* and *J. N.* of, *£c.* in 60 *l.* of good and lawful money of *Great Britain*, to be paid to them the said *H. D.* and *J. N.* or either of them, or their, or either of their certain attorney, executors or administrators; to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, firmly by these presents, sealed with our seals, Dated, *£c.*

*In drawing a bond you must observe this rule.*

If there be more obligors than one (no matter how many) instead of saying, *I bind myself, my heirs, executors and administrators, &c.* make it thus, *We bind ourselves and each of us, our and each of our heirs, executors and administrators.*

And if more obligees than one, instead of *To be paid to the said C. D. or his certain attorney, executors or administrators*, say, *To be paid to the said C. D. E. F.* (naming all the obligees) or either of them, or their or either of their certain attorney, executors or administrators.

*A Bail-*

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### *A bail-bond.*

**R**ECED all men by these presents, that we *I. T. M.* of *L. L.* in the county of *M. esq;* and *T. T.* of *L.* gentleman, are held and firmly bound unto *W. R. esq;* sheriff of the county of *M.* in the sum of 24 *l.* of good and lawful money of *Great Britain*, to be paid unto the said sheriff, or his certain attorney, executors, administrators or assigns; to which payment well and truly to be made we oblige ourselves and each of us for the whole, our and each of our heirs, executors and administrators, and every of them, by these presents, sealed with our seals, Dated the ——— day of ——— in the year of our Lord 1733. And in the 7th year of the reign of King *George the second.*

The condition of this obligation is such, that if the above bounden *T. T.* do appear before our sovereign Lord the King at *Westminster* on *Tuesday* next after three weeks of *St. Michael*, to answer to *R. R.* gentleman, one of the attornies of the *King's Bench* in a plea of trespass, and also to a bill of him the said *R.* against the said *T.* for 30 *l.* upon promise; then this obligation to be void, otherwise not.

*Sealed and delivered, &c.*

### *Assignment of a bail-bond.*

*Indorsed on the back of it.*

**I** *W. R. esq;* sheriff of the county of *M.* do hereby assign the within written bail-bond to the use of the plaintiff, to be sued by him, according to the form and effect of the statute in that case made and provided. *In witness* whereof I have hereunto set my hand and seal of office, this ——— day, &c.

*Sealed and delivered  
in the presence of*

*The like in another form.*

**I** The within named *S. R. esq;* and *T. P. esq;* sheriff of the county of *Middlesex*, have at the request of the within named plaintiff *R. R.* assigned over this bail-bond to him the said *R. R.* pursuant to an act of parliament in that case lately made and provided. As witness my hand and seal, this 25th day of *April* 1732.

*Sealed and delivered  
in the presence of*

*An arbitration bond.*

**K** NOW all men by these presents, That I *M. T.* of, &c. am held and firmly bound to *A. T.* of, &c. widow, in 500 *l.* of lawful money of *Great Britain*, to be paid to the said *A. T.* or her certain attorney, executors or administrators; to which payment well and truly to be made, I bind my self, my heirs, executors, and administrators, firmly by these presents, sealed with my seal, Dated this — Day of — in the Year of our Lord —, and in the — year of the reign of King *George* the Second.

**T**HE condition of this obligation is such, That if the above bounden *M. T.* his heirs, executors and administrators, for his and their parts and behalf, do in all things well and truly stand to, obey, abide, perform, fulfil and keep the award, order, arbitrament, final end and determination of *H. H.* citizen and weaver of *London*, and *A. H.* of *Aldergate-street, London*, tobacconist, arbitrators indifferently named, elected and chosen, as well on the part and behalf of the above bounden *M. T.* as of the above named *A. T.* to arbitrate, award, order, judge and determine of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, specialties, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever, at any time or times heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed or depending



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depending, by or between the said *M. T.* and the said *A. T.* so as the said award be made in writing indented, under the hands and seals of the said arbitrators, and ready to be delivered to the said parties in difference, or such of them as shall require the same, on or before the — day of — *next* ensuing the date hereof. *But* if the said arbitrators do not make such their award of and concerning the premisses, by the time aforesaid; that then; if the said *M. T.* his heirs, executors, and administrators, for his and their parts and behalf, do in all things well and truly stand to, obey, abide, perform, fulfil and keep the award, order, arbitrament, umpirage, final end and determination of such person, as shall be named and chosen by the said arbitrators for an umpire between the said parties, of and concerning the premisses, so as the said umpire do make his award or umpirage of and concerning the premisses in writing indented, under his hand and seal, ready to be delivered to the said parties in difference, or such of them as shall require the same, on or before the — day of — next; then this obligation to be void, or else the same to remain in full force, strength and virtue.

*And* the said *M. T.* doth hereby consent and agree, That this his submission be made a rule of his majesty's court of *King's Bench*, pursuant to an act of parliament in that case made and provided.

*Sealed and delivered, &c.*

*The like bond must be from the other party, mutatis mutandis.*

*An arbitration bond executed by an attorney in behalf of his principal.*

**KNOW** all men by these presents, that we *J. F.* of the island of *Minorca*, doctor of laws, assessor of the royal government, *J. A.* of the said island, doctor of laws, advocate fiscal, and patrimonial, and *R. F.* of the said island, notary and clerk of the patrimony, are held and firmly bound to *W. P.* late commandant in the said island of *Minorca* now in *London*, esquire, in 500 *l.* of good and lawful money of *Great Britain*, to be paid to the

the said *W. P.* or his certain attorney, executors, administrators, or assigns, for which payment to be well and faithfully made, we bind ourselves, our heirs, executors, and administrators, and every of them firmly by these presents sealed with our seals. Dated the — day of — in the — year of the reign of our sovereign Lord *George the second*, by the grace of God of *Great Britain, France and Ireland*, King, defender of the faith, and in the year of our Lord 1740.

**T**HE condition of this obligation is such, That if the above bounden *J. F. J. A.* and *R. F.* their heirs, executors, and administrators for their parts and behalfs, do in all things well and truly stand to, obey, abide, perform, fulfil, and keep the award, order, arbitrament, final end, and determination of *J. S.* esquire, his Majesty's solicitor general, and *J. A.* doctor of laws, master of the faculties, and chancellor of *London*, arbitrators, indifferently named, elected, and chosen, as well on the part and behalf of the above bounden *J. F. J. A.* and *R. F.* as of the above named *W. P.* to arbitrate, award, order, judge, and determine of and concerning all, and all manner of action and actions, cause and causes of action, suits, bills, bonds, specialties, judgments, executions, extents, quarrels, controversies, trespasses, damages, and demands whatsoever, at any time or times heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed, or depending by or between the said parties or either of them, so as the said award be made by the said arbitrators in writing, under their hands and seals, and ready to be delivered to the parties on before the 25th day of *December* next ensuing. But if the said arbitrators do not make such their award of and concerning the premises, by the time aforesaid, then if the said *J. F. J. A.* and *R. F.* their heirs, executors, and administrators, for their parts and behalfs, do in all things well and truly stand to, obey, abide, perform, fulfil, and keep the award, order, arbitrament, umpirage, final end, and determination of such person, as the said *J. S.* and *J. A.* shall nominate to be umpire between the said parties, of and concerning the premises, so as the said umpire do make his  
award

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award or umpirage of and concerning the premisses in manner aforesaid, on or before the 1st day of *February* next; then this obligation to be void, or else to remain in full force.

And the said *J. F. J. A.* and *R. F.* do consent and agree, that their submission to the award or umpirage above-mentioned, shall be made a rule of his Majesty's court of *King's Bench* at *Westminster*.

*Scaled and delivered (being first duly stamp'd) by G. M. in the name of, and as, and for the act of the above bounden J. F. J. A. and R. F. by virtue of a letter of attorney of the said J. F. J. A. and R. F. Dated the 30th day of December 1739, authorising him so to do, in the presence of*

*J. F.  
J. A.  
R. F.*

*J. S.  
R. R.*

*See Award.*

### *The condition of a bond for the performance of covenants.*

**T**HE condition of this obligation is such, That if the above bounden *R. R.* his executors, and administrators, shall well and truly observe, perform, fulfil, accomplish, pay and keep all and singular the covenants, grants, articles, clauses, provisoes, payments, conditions and agreements whatsoever, which on the part and behalf of the said *R. R.* his executors and administrators are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprized or mentioned in a certain indenture of assignment bearing date with these presents, made or expressed to be made between the said *R. R.* of the one part, and the above named *W. A.* of the other part, in all things, according to the true intent and meaning of the same; then this present obligation to be void and of no effect, or else to be and remain in full force and virtue.

*Scaled and delivered, &c.*

*The condition of a bond of indemnity from two to one, against a bond entered into by the obligee for one of the obligors.*

**W**hereas the above named *S. T.* at the special instance and request of the above bounden *M. W.* and *D. D.* hath (together with the said *M. W.* and *S. C.* of the parish of *St. Leonard, Shoreditch*, spinster) by one obligation bearing date the eleventh day of *January* instant, become bound to *T. B.* esq; warden of the *Fleet*, his executors, administrators and assigns, in the penal sum of 300 *l.* with a condition thereunder written, That if the said *M. W.* (now and) at that time a prisoner in the *Fleet*, should from thenceforth remain and continue a true prisoner, under the custody, guard, and safe-keeping of the said *T. B.* or under the custody, guard and safe-keeping of his deputy, officers, and servants, or some or one of them, until she were legally discharged, without committing any manner of escape or escapes, and also should, during the time of her said imprisonment, weekly, and every week, pay or cause to be paid 4 *d.* to the minister or chaplain of the *Fleet* for the time being, according to the several orders of the respective courts of Chancery, Common Pleas and Exchequer, then the said obligation to be void, or else the same to remain and be in full power and virtue. **And whereas** the said *M. W.* and *D. D.* in consideration of the said *S. T.*'s becoming bound, as aforesaid, did jointly and severally undertake and promise the said *S. T.* to save him harmless from all damages and costs, that should or might happen to him, on account of his becoming bound to the said warden, as before is mentioned: **Now the condition** of this obligation is such, That if the above bounden *M. W.* do and shall from henceforth continue a true prisoner under the custody, guard and safe-keeping of the said *T. B.* or of his deputy, officers and servants, or some or one of them, until she shall be legally discharged, without committing any manner of escape or escapes; and shall also, during the time of her said imprisonment, pay or cause to be paid the said weekly sum of 4 *d.* to the minister or chaplain of the *Fleet*, for the time

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time being, as in the condition of the above recited bond is more particularly mentioned: And also, if the said above bounden *M. W.* and *D. D.* or either of them, their or either of their heirs, executors, or administrators, do and shall, at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *S. T.* his heirs, executors and administrators, and his and their goods and chattels, lands, tenements and estates, and every of them, of and from all suits, prosecutions, process, troubles, costs, charges, damages and expences whatsoever, which he or they, or any of them, shall or may be liable unto, or sustain for, or on account of his the said *S. T.*'s having become bound for the said *M. W.* to the said *T. B.* as above is mentioned, or for any matter, cause or thing whatsoever relating thereto; then this present obligation to be void, or else the same to be and remain in full force and virtue.

*Sealed and delivered, &c.*

*Condition for the payment of 26500 l. and interest at instalments, with proviso that the obligor may pay the same sooner, not in less sums than 5000 l. at one payment (except the last) on giving 6 months notice.*

**T**HE condition of this obligation is such, That if the above bound *H. M.* his heirs, executors, or administrators do, and shall well and truly pay, or cause to be paid, unto the above named Sir *W. M.* his executors, administrators, or assigns, the full sum of 26500 l. of good and lawful money of Great Britain, with interest for the same, after the rate of 5 l. per cent. per ann. at and upon the several days and times, and in manner and form following, (that is to say), The sum of 5000 l. part of the said sum of 26500 l. upon the 24th day of June, which shall be in the year of our Lord 1728, together with all interest then due for the said whole sum of 26500 l. And the sum of 5000 l. other part of the said sum of 26500 l. with the interest for the same, upon the 24th day of June, which shall be in the

B 5

year



year of our Lord 1729, together also with the interest then likewise due for the sum of 16500 *l.* the remainder of the said sum of 26500 *l.* then behind and unpaid. And the sum of 5000 *l.* more thereof, with the interest for the same, upon the 24th day of *June*, which shall be in the year of our Lord 1730, together also with the interest then likewise due for the sum of 11500 *l.* the remainder of the said sum of 26500 *l.* then behind and unpaid. And the further sum of 5000 *l.* more thereof, with the interest for the same, upon the 24th day of *June*, which shall be in the year of our Lord 1731, together also with the interest then likewise due for the sum of 6500 *l.* the remainder of the said sum of 26500 *l.* then behind and unpaid. And the like sum of 5000 *l.* more thereof, with the interest for the same, upon the 24th day of *June*, which shall be in the year of our Lord 1732, together also with the interest then likewise due for the sum of 1500 *l.* the remainder of the said sum of 26500 *l.* then behind and unpaid. And the sum of 1500 *l.* being the residue and remainder of the said sum of 26500 *l.* upon the 24th day of *June*, which shall be in the year of our Lord 1733, together with the interest then due for the same without fraud or further delay, then this obligation to be void and of no effect. But if default shall happen to be made in payments of any or either the said several and respective sums of money abovementioned, or any part of any or either of them, or any of the said interest on any or either of the said several and respective days or times above limited or appointed for the payment thereof, contrary to the true intent and meaning of these presents; then this obligation to be and remain in full force and virtue. **Provided** nevertheless, and the above written obligation is upon this further condition, That it shall and may be lawful to and for the said *H. M.* his heirs, executors, or administrators, to pay, satisfy, and discharge the said sum of 26500 *l.* and interest, or any part or parts thereof, in any shorter or sooner time or times than is or are herein before limited and appointed for the payment thereof, in payments of not less than 5000 *l.* at a time (except the last payment thereof) he the said *H. M.* his heirs, executors, or admini-

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administrators, first giving 6 months notice in writing under his or their hand or hands, unto the said Sir *W. M.* his executors, administrators, or assigns of such, his, or their intention, so to do at his the said Sir *W. M.*'s then last place of abode, or if then dead, to his executors or administrators; any thing herein before contained to the contrary thereof in any wise notwithstanding.

*Approved by*

N. Pigot.

4 March 1727.

*A condition to pay a sum of money quarterly,  
with interest.*

**T**HE condition of this obligation is such, That if the above bounden *T. M.* his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the above named *R. R.* his executors, administrators, or assigns, the sum of 400 *l.* of lawful money of *Great Britain*, with interest for the same, after the rate of 5 *l.* by the 100 *l.* by the year, in manner and form following, that is to say, the sum of 100 *l.* part thereof, with interest for the whole sum of 400 *l.* at the feast of *St. Michael* the archangel, next ensuing the date hereof, the sum of 100 *l.* other part thereof, with interest for the same, on the feast of the birth of our Lord Christ next ensuing, together with interest then likewise due for the sum of 200 *l.* the remainder of the said sum of 400 *l.* then behind and unpaid; and the sum of 100 *l.* more thereof, with interest for the same, on the feast of the annunciation of the blessed virgin *Mary* now next ensuing, together also with interest then likewise due for the sum of 100 *l.* remainder of the said sum of 400 *l.* then behind and unpaid; and the sum of 100 *l.* residue and remainder of the said sum of 400 *l.* on the feast of *St. John the Baptist*, which shall be in the year of our Lord — together with the interest then due for the same, without fraud or further delay; then this obligation to be void, and of no effect: but if default shall happen to be made in payment of any or either of the said several and respective sums of money above mentioned, or any part of any or either of them, or any of the

the said interest on any or either of the said several and respective days or times above limited or appointed for the payment thereof, contrary to the true intent and meaning of these presents; then this obligation to be and remain in full force and virtue.

*A condition to indemnify the church-wardens, overseers of the poor and parishioners, against the maintaining a bastard child born in the parish.*

**W**hereas one H. M. was delivered of a male bastard child within the parish of — of which child the above bounden R. S. hath acknowledged himself to be the father: **N**ow the condition of this obligation is such, That if the above bounden R. S. his heirs, executors, and administrators shall from time to time, and at all times hereafter, save, defend, keep harmless and indemnified, and fully and absolutely acquit and discharge the church-wardens and overseers of the poor of the said parish of — and their successors, and every of them, and all other persons whatsoever, who now are, or at any time hereafter shall be inhabitants or parishioners of the said parish, and every of them, of, from and against all and all manner of costs, charges, damages and expences whatsoever, which shall or may at any time hereafter in any manner arise, happen, come, grow due, or be imposed, assessed or charged upon them, or any of them, for, or by reason or means of the birth, education, nourishing, or bringing up of the said child; and of and from all actions, suits, charges, troubles, impeachments, and demands whatsoever, touching or concerning the same; then this obligation to be void and of no effect, or else to remain in full force and virtue.

*A condition for the truth of an apprentice, and that he shall serve his time.*

**W**hereas T. D. son of the above bounden T. D. by indenture of apprenticeship, bearing equal date herewith, hath put and bound himself apprentice unto the

above

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above named *J. H.* with him to dwell and serve after the manner of an apprentice from the day of the date of the said indenture, for and during and unto the full end and term of 7 years thence next ensuing, and fully to be complete and ended, as by the said indenture, relation being thereto had, may more fully appear: **Now** the condition of this obligation is such, That if the said *T. D.* the son, shall well and truly serve and dwell with the said *J. H.* after the manner of an apprentice, during all the said term of 7 years, according to the true intent and meaning of the said indenture; and if the said *T. D.* the son, shall not at any time or times hereafter, during the continuance of the said term of 7 years, consume, embezzle, waste, mispend, or unlawfully make away any of the monies, goods, chattels, wares, or merchandizes of the said *J. H.* or any other person or persons whatsoever, which shall be committed to his care, charge, or custody; then this obligation to be void and of no effect, otherwise to be and remain in full force and virtue.

### *A condition for finding apparel for an apprentice.*

**W**hereas *J. R.* son of the above bound *E. R.* by his indenture of apprenticeship, bearing date, &c. hath bound himself apprentice to the above named *H. S.* with him to serve and dwell after the manner of an apprentice, from the day of the date of the said indenture, until the full end and term of 7 years from thence next ensuing, and fully to be complete and ended, as by the said indenture may appear: **And whereas** it is intended and agreed, by and between the said *E. R.* and *H. S.* that he the said *E. R.* his executors or administrators, or some of them, shall from time to time, and at all times, during the said term of 7 years, find and provide to and for the said *J. R.* good, sufficient and necessary raiment and apparel, as coats, wastecoats, breeches, shoes, stockings, shirts, hats, and all things needful and necessary for an apprentice: **Now** the condition of this obligation is such, That if the above bounden *E. R.* his executors and administrators shall  
and

and do from time to time, as need or occasion shall be or require, during the said term of 7 years, find and provide for the said *J. R.* such sufficient raiment and apparel, as aforesaid; or in default thereof yearly and every year, during the said term of 7 years, well and truly pay or cause to be paid unto the said *H. S.* the sum of — for and towards finding and providing raiment and apparel for the said *J. R.* then this obligation to be void and of no effect, otherwise to be and remain in full force and virtue.

*A condition to keep the peace.*

**T**HE condition of this obligation is such, that if the above-bound *T. D.* shall and do at all times hereafter well and honestly bear and behave himself as well in word as in deed, towards the above named *H. W.* and all his, as every honest man ought to do; and also if the said *T. D.* at all times hereafter do keep the peace in his own proper person towards the said *H. W.* and all his; and further if the said *T.* at no time hereafter do vex, molest, or trouble the said *H. W.* or cause the said *H. W.* to be vexed, molested, or troubled in his body, goods, or otherwise by any manner of means, for any matter, cause, or thing whatsoever it be; then this obligation to be void, or else to be and remain in full force and virtue.

*That if the wife survive the husband, his executors shall pay her the sum of, &c.*

**T**HE condition of this obligation is such, that in case *A. M.* wife [*say* (intended wife) if made before marriage] of the above bound *J. M.* shall happen to survive and overlive the said *J. M.* Then if the heirs, executors, or administrators of the said *J. M.* shall and do well and truly pay, content and satisfy, or cause to be well and truly paid, contented and satisfied unto the said *A. M.* her executors, administrators or assigns, the sum of — within — next after the decease of the said *J. M.* Then this obligation to be void and of no effect, or else the same to be and remain in full force and virtue.



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Note ; *This bond should be made to some friend in trust for the wife or intended wife ; for if made to her after the marriage, it is void, and if before the marriage, it will be extinguished by the marriage.*

*A condition that the obligor shall suffer his wife to make a will.*

**W**hereas a marriage is intended, by divine permission, to be shortly had and solemnized between the above bound *L. R.* and *M. W.* late wife of *T. W.* esq; deceased : **Now the condition** of this obligation is such, that if after the said intended marriage had and solemnized between the said *L. R.* and *M. W.* the said *L. R.* shall and do quietly permit and suffer the said *M. W.* in due form of law to sign, seal, publish and declare her last will and testament in writing, and in and by the same to give, will and bequeath, or otherwise dispose of at her free will and pleasure, unto and amongst her kindred, friends and acquaintance, or any of them, as to her shall seem meet and convenient, the sum of — of lawful money of *Great Britain* ; and further, in case of the said *L. R.*'s surviving the said *M. W.* if the said *L. R.* his heirs, executors, or administrators, or any of them, upon reasonable request to him or them in that behalf to be made, by any such person or persons, to whom the said *M. W.* shall give, will and bequeath any such sum or sums of money, not exceeding in the whole the said sum of — or the value thereof, shall well and truly pay, or cause to be paid, all and every such sum and sums of money so to be given, willed or bequeathed as aforesaid, by the said *M. W.* in such manner as shall be by her appointed ; then this obligation to be void, or else to be and remain in full force and virtue.

*Condition for a rent-gatherer's rendering a just account, &c.*

**W**hereas the above named *R. H.* esq; has retained and employed the above bound *K. R.* to be receiver of the rents, issues and profits of all and singular his

his the said *R. H.*'s messuages, lands and tenements, situate, lying and being in — in the county of —  
**Now the condition** of this obligation is such, That if the above bounden *R. R.* his heirs, executors or administrators, shall and do from time to time, and at all times hereafter, as often as he or she shall be thereunto requested by the said *R. H.* his heirs, executors, administrators or assigns, well and truly pay, or cause to be paid, unto the said *R. H.* his heirs, executors, administrators or assigns, all such sum and sums of money, as he the said *R. R.* shall have had or received of the said rents, issues and profits, and render to the said *R. H.* his heirs, executors, administrators and assigns, a true, just and faithful account of all sum and sums of money, that shall be by him had, received, paid, laid out or disbursed of, from, for, or on account of the said messuages, lands and tenements, or the rents, issues and profits thereof, or of, for, or on account of the said *R. H.* his heirs, executors, administrators or assigns, and shall also well, justly, truly and honestly, in every respect behave himself in the said office or employment of receiver of the aforesaid rents, issues and profits; then this obligation to be void, or else to be and remain in full force and virtue.

*The condition of a bond, with the manner of executing after the Scotch form.*

**T**HE obligation is the same as in other bonds. The condition is also the same as other common bonds quite to the end, (or else to be and remain in full force and virtue), then after these words, you add, and the said earl of *Kinnoul* doth hereby consent to the registration hereof in the books of council and session, or any others competent in *Scotland*, there to remain for preservation, and if need be, that letters of horning in six days, and others needful in form as effecters (or affects) may pass hereupon, and for that purpose constitutes \*

his procurators.

*In*

\* Have seen it blank in executed bonds, whether filled or till put in suit in Scotland?

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*In witness* whereof (written by *J. P.* one of the attorney's of his Majesty's court of Common Pleas at *Westminster*, dwelling in *George-yard*, in *Lombard-street*, *London*;) the said earl of *K.* hath subscribed these presents, and thereto set his seal at *London* the \* 28th day of *September* 1720 years. Witnesses *G. M.* goldsmith, dwelling at the sign of the 3 crowns in the *Strand*, *London*, and the said *J. P.* the writer hereof.

*Scaled and delivered (being  
first legally stamped) in  
the presence of*

*K.*

*G. M. Witness.*

*J. P. Witness.*

*The condition of a counter-bond, with condition of the bond given to a merchant for the honesty of his book-keeper.*

**T**HE penalty of a counter-bond is double the penalty of the original bond.

Whereas the above named *A. B.* at the special instance and request of, and together with the abovebound *C. D.* is become bound unto *E. F.* of *London*, merchant, in and by one bond or obligation bearing date on or about the 3d day of this instant *April*, in the penal sum of 250 *l.* with condition thereunder written, in the words or to the effect following, that is to say, Whereas the abovebound *C. D.* hath agreed to serve the above named *E. F.* as his book-keeper, or otherwise in his business as a merchant; now the condition of this obligation is such, That if the said *C. D.* do or shall at any time hereafter, during such time as he shall continue in the service of the said *E. F.* imbezzle, purloin, mispend, consume or make away, or cause, procure or consent to the imbezzling, purloining, mispending, consuming or making away any of the merchandizes, goods, wares, commodities, bills, notes, money, effects or things of the said *E. F.* or which shall be consigned to or intrusted with the said *E. F.* by any other person or persons, then the above bound *C. D.* and *A. B.* or either of them, their or either of their heirs, executors

or

\* *The date of the obligation.*

or administrators do and shall, within one month next after notice thereof in writing shall be given to the said C. D. and E. F. or unto either of them, their or either of their heirs, executors or administrators, or left for them, or either or any of them, at their or either or any of their last or most usual place of abode, well and truly satisfy and pay, or cause to be satisfied and payed unto the said E. F. his executors or administrators, the just and full value and amount in lawful money of this realm, of all and every such merchandizes, goods, wares, commodities, bills, notes, monies, effects or things whatsoever as aforesaid, which shall be so as aforesaid imbezzled, purloined, mispent, consumed or made away by the said C. D. or by any others by his procurement, consent or privity; then this obligation to be void, or else to remain in full force and virtue. Now the condition of this present obligation is such, That if the said C. D. his heirs, executors and administrators do and shall in all things well and truly perform, fulfil and keep the said recited condition, and if the said C. D. G. H. or either of them, their or either of their heirs, executors or administrators do and shall from time to time, and at all times hereafter save, defend, keep harmless and indemnified the said A. B. his heirs, executors and administrators and every of them, and his, and their and every of their lands, tenements, goods and chattels of, from and against the said recited bond, and against all actions, suits, troubles, costs, damages and expences, which shall or may be brought, commenced, prosecuted, happen or accrue to or against him, them or any of them, his, their or any of their lands, tenements, goods or chattels, for or by reason of the said recited bond, or relating thereto; then this present obligation to be void, or else to remain in full force.

*Condition of a bond to indemnify a banker from a note that was lost upon his paying the money.*

**W**hereas A. B. a clerk of the above-named C. D. authorised to sign notes for him, did on the 27<sup>th</sup> day of this instant July sign a promissory cash note, dated

dated that day, and numbred 150, whereby he promised for the said *C. D.* to pay to the above bound *E. F.* or bearer, 450 *l.* as by the same note, could the same be produced, would appear; and which note was given for cash of the said *E. F.* in the hands of the said *C. D.* and was delivered to the said *E. F.* who hath since lost the same; notwithstanding which, the said *C. D.* has at the request of the said *E. F.* since paid him the said 450 *l.* in full for the said note, the receipt of which said 450 *l.* he doth hereby acknowledge, and in regard the said notes may chance to be paid away as, or instead of ready money, and the said 450 *l.* may be demanded of the said *C. D.* or he may be sued for the same, or he, or his servants or agents may take in or pay the same in hurry of business, or by surprise, oversight or inadvertency, in case the said note should hereafter appear. **Now therefore the condition** of the above-written obligation is such, That if the above-bound *E. F.* his heirs, executors or administrators do and shall from time to time, and at all times hereafter save, defend, keep harmless and indemnified the said *C. D.* his executors, administrators and agents of, from and against the said note, and of, from and against all suits, costs, charges, damages and expences which shall or may be occasioned thereby or in respect thereof, either at law or in equity; and also in case the said *C. D.* his agents or servants, or any or either of them, shall at any time hereafter by surprise or otherwise as aforesaid, (notwithstanding any order, direction or caution given, or to be given by any person to the contrary) take in or receive the said note as money, or shall pay the same or any sum or sums of money thereupon, then if the above bound *E. F.* his heirs, executors or administrators, do and shall immediately pay unto the said *C. D.* his executors or administrators such sum and sums of money, as they, their agents or servants, or any or either of them shall pay upon the said note, or in respect thereof, as aforesaid, then the above-written obligation to be void and of no effect, or else to be and remain in full force and virtue.



*The condition of a bond from A. to indemnify C. for delivering up to him the goods of E. by A. attached and condemned in the hands of C. at the suit and on the behalf of G. in the mayor's court, London.*

**W**hereas the above-bound *A.* in the name, and for and on the account and behalf of *G. H.* did lately enter an action or plaint in the court of the lord mayor of the city of *London*, against *E. F.* for 140*l.* debt; and on such action, according to the custom of the said city, did attach divers goods in the hands of the above named *C. D.* and on such attachment such goods were appraised at the sum of 53*l.* 12*s.* 7*d.* and have been condemned for the benefit of the said *G. H.* and are by the said *C. D.* delivered to the said *A. B.* towards satisfaction of so much as they amount to of the debt owing by the said *E. F.* to the said *G. H.* the receipt of which goods the said *A. B.* doth hereby acknowledge. Now the condition of this obligation is such, That if the said *A. B.* his heirs, executors and administrators do and shall from time to time, and at all times hereafter save, defend, keep harmless and indemnified the said *C. D.* his heirs, executors and administrators, and his, their and every of their lands, tenements, goods and chattels of, from and against all action and actions, suits, costs, charges, damages and expences, which shall or may at any time hereafter be brought, commenced, prosecuted, happen or accrue to or against the said *C. D.* his heirs, executors and administrators, or his, their or any of their lands, tenements, goods or chattels, for or by reason of the said goods, or the attaching or condemning the same, or the delivery of them or any of them to the said *A. B.* then this obligation to be void and of no effect, or else to be and remain in full force and virtue.

A schedule of the goods late of *E. F.* attached and condemned, as in the within condition is mentioned.

ME. N<sup>o</sup> 7. }  
1 Box. } two pieces of camb'et, &c.

## with their Conditions.

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The 15th day of *March* 1726, received by me the within named *A. B.* of the within named *C. D.* the goods above-mentioned, being all the goods that were condemned by the within-named attachment.

*Condition of a bond to a goldsmith, for the honest service of his apprentice, with recital of the indentures of apprenticeship.*

**W**HEREAS the above-bound *A. B.* by indentures of apprenticeship, bearing date on or about the 12th day of *September* in the year of our Lord 1723, did put himself apprentice unto the above-named *C. D.* for the term of 7 years from the date of the said indenture: **N**OW the condition of this obligation is such, That if the said *A. B.* do or shall at any time hereafter, during the remainder of the said term of 7 years, imbezzle, steal, purloin, mispend, or unlawfully consume or make away of the goods, wares, commodities, ready money or other things of the said *C. D.* his executors or administrators, or of any others which to him shall be committed in trust, by reason of his service with the said *C. D.* or shall give his consent or be privy to the imbezzling, stealing, purloining, mispending or unlawfully consuming or making away of the same, or any part or parcel thereof; then if the said *E. F.* and *A. B.* or either of them, their or either of their executors or administrators, well and truly satisfy and pay, or cause to be satisfied and paid unto the said *C. D.* his executors, administrators or assigns, the just and full value of lawful money of *Great Britain*, of, and for all and every such goods, wares, commodities, ready money and other things whatsoever, which shall be so imbezzled, stolen, purloined, mispent or unlawfully consumed or made away by the said *A. B.* or by any other, by his consent, means or privy; then this obligation to be void and of no effect, or else to be and remain in full force and virtue.

*An agreement to assign a lease as a security.*

**W**HEREAS I *F. B.* of the parish of —, in the county of —, taylor, am legally possess of all that piece or parcel of ground, and a messuage or tenement

ment thereon erected, lying on the east-side of — in the parish of — in the county of —, for the remainder of a term of 51 years therein now to come and unexpired; **And whereas** I have this day borrowed of *T. P.* citizen and cordwainer of *London*, the sum of 50 *l.* for which I have entred into a bond in the penalty of 100 *l.* with condition for the payment of 50 *l.* and interest on the 30th day of *October* next, and have left in his custody the title deeds belonging to the said messuage and ground, as a collateral security for the payment of the said 50 *l.* and interest: **I do hereby promise and agree** to and with the said *T. P.* his executors, administrators and assigns, that I the said *F. B.* my executors or administrators shall and will, upon request, at my costs and charges, execute unto the said *T. P.* his executors, administrators and assigns, a good and sufficient assignment in the law of the said messuage and ground for the remainder of the said term then to come and unexpired, for the better securing the payment of the said 50 *l.* and interest. *Witness* my hand this 21st day of *August* 1739.

*Witness.*

*An agreement for a lease.*

**M**emozandum, 'tis agreed between *E. P.* of *Cheapside*, *London*, widow, of the one part, and *T. W.* of the parish of *St. John, Wapping*, in the county of *Middlesex*, distiller, of the other part, as follows, *viz.*

She the said *E. P.* agrees, that she, her executors, administrators or assigns, shall and will on or before the feast-day of *St. John Baptist*, now next ensuing, upon the request and at the cost of the said *T. W.* his executors or administrators, by a good and sufficient lease in the law, demise unto the said *T. W.* his executors or administrators, all that messuage or tenement with the appurtenances now in the tenure of the said *E. P.* situate, standing and being within the precinct of *St. Katherine's* in the said county of *Middlesex*, near the tower of *London*, to hold the same unto the said *T. W.* his executors, administrators or assigns, from the feast of *St. John Baptist* aforesaid, unto the full end and term of 7 years, from thence next ensuing, at and under the yearly

yearly rent of 26 *l.* sterling, payable quarterly by equal portions, and like covenants as are contained in the lease, whereby the said *E. P.* holds the same messuage or tenement, and discharged of all taxes and assessments due for the same before or at the feast aforesaid. And the said *T. W.* for himself, his executors and administrators, agrees to accept such lease as above-mentioned, and duly to execute a counterpart thereof unto the said *E. P.* her executors, administrators or assigns; and also that he the said *T. W.* his executors, administrators or assigns, shall and will, at his or their own charge before *Christmas* next, put the said messuage or tenement and premises with the appurtenances into good and sufficient repair in such substantial and workmanlike manner, as shall be adjudged proper and necessary by two workmen skilled therein, one whereof to be chosen by each of the said parties. *In witness* whereof the said parties have hereunto interchangeably set their hands the 6th day of *June* in the year of our Lord —

*Witness.*

*An agreement for the purchase of lands.*

*Memozandum*, it is agreed the 29th of *January* 1738. between *D. D.* of, *Essex*. on the one part, and *J. G.* of, *Essex*. on the other part, as follows, *Essex*.

**T**HE said *D. D.* in consideration of 190 *l.* to be paid as hereafter is mentioned, doth promise and agree, that he the said *D. D.* and all other persons having or claiming any estate or interest in the premises hereafter mentioned, shall and will on or before the 25th day of *March* next, by such conveyances and assurances in the law, as the counsel of the said *J. G.* shall advise and approve of, convey and assure unto the said *J. G.* his heirs and assigns, a good estate of inheritance in fee-simple, free from all incumbrances of and in all those five messuages or tenements standing together in *Newbury* in the county of *Berks*, at a place there called *Westmills*, now or late in the occupation of the said *D. D.* and of *T. H. W. G. J. W.* and *E. L.* together with all and singular the appurtenances thereof, and the said *J. G.* doth promise and agree to pay the said

said 190 l. at or before *Lady-day* next, so as such conveyances and assurances, as aforesaid, may and shall be made and perfected by that time, and also pay the charges of the deeds of conveyance; and also to pay for all assignments of any incumbrances thereon. And it is further agreed, that the said *J. G.* may and shall receive and take to his own use all the rents and profits of the said premisses from *St. Thomas's Day* last, except the rent of the tenement late in the occupation of *E. L.* which the said *D. D.* is to receive till *Lady-day* next; provided that if the counsel of the said *J. G.* do not approve of the title of the said *D. D.* to the said premisses, that then this present agreement shall be void.

Witnesses *E. B.*

*J. G.*

*D. D.*

*J. G.*

### *Indenture of apprenticeship.*

**T**HIS indenture witnesseth, That *R. J.* the son of *E. J.* late of *Dorchester* in the county of *Dorset*, victualler, deceas'd, doth put himself apprentice to *R. H.* citizen and barber-surgeon of *London*, to learn his art, and with him (after the manner of an apprentice) to serve from the day of the date of these presents until the full end and term of 7 years, from thence next following, to be fully complete and ended, during which term, the said apprentice his master faithfully shall serve, his secrets keep, his lawful commandments every where gladly do. He shall do no damage to his said master, nor see to be done of others; but that he to his power shall lett, or forthwith give warning to his said master of the same. He shall not waste the goods of his said master, nor lend them unlawfully to any. He shall not commit fornication, nor contract matrimony within the said term. He shall not play at cards, dice, tables, or any other unlawful games, whereby his said master may have any loss. With his own goods or others, during the said term, without licence of his said master, he shall neither buy nor sell. He shall not haunt taverns or play-houses, nor absent himself from his said master's service day or night unlawfully; but in all things, as a faithful apprentice, he shall behave himself towards



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towards his said master, and all his, during the said term. **And** the said master (for and in consideration of the sum of 12 l. 12 s. of lawful money of *Great Britain*, to him in hand paid by the mother, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged) his said apprentice in the same art which he useth, by the best means that he can, shall teach and instruct, or cause to be taught and instructed, finding unto his said apprentice, meat, drink, apparel, lodging, and all other necessities, during the said term. **And** to the true performance of all, and every the said covenants and agreements, either of the said parties binds himself unto the other by these presents. **In witness** whereof the parties above-named to these indentures interchangeably have put their hands and seals, the — day of — in the — year of the reign of our sovereign Lord *George the second*, of *Great Britain*, &c. in the year of our Lord, &c.

*Sealed and delivered, being  
first duly stamped, in the  
presence of*

R. S.

## Articles of clerkship.

**Articles of agreement**, indented, had, made and agreed upon the 3d day of *August* in the 10th year of the reign of our sovereign Lord *George*, by the grace of God, of *Great Britain*, *France* and *Ireland* King, defender of the faith, &c. in the year of our Lord 1723, **Between** R. T. of the parish of *St. Clement Danes* in the county of *Middlesex*, gent. and J. T. one of the sons of the said R. T. of the one part, and W. N. of the six clerks office, gent. of the other part as follows.

**Apprentis**, It is covenanted, concluded and agreed upon by and between the said parties, for themselves severally and respectively, and for their several and respective heirs, executors and administrators by these presents, That in consideration of the sum of 100 l. of lawful money of *Great Britain*, to him the said W. N. in hand, paid by the said R. T. he the said

C

W. N.

*W. N.* is forthwith to take the said *J. T.* into his service as his clerk, for and during the term of 5 years next ensuing the date of these presents, if he the said *W. N.* shall so long live, and the said *J. T.* shall behave himself diligently, faithfully, obediently and orderly in such manner as reasonably he ought to do, the receipt of which said sum the said *W. N.* doth hereby acknowledge, and thereof, and of every part and parcel thereof doth release, acquit and discharge the said *R. T.* his executors, administrators and assigns.

**Item,** That the said *J. T.* shall not absent himself to the prejudice of the said *W. N.* his master, from the employment and business of his said master, and wittingly or willingly shall not do or commit any act, matter or thing whereby he the said *W. N.* shall be dampnified in his estate or employment, or his business be neglected or delayed by his the said *J. T.*'s wilful absence or neglect, and shall during the said term, and while he shall continue after with the said *W. N.* keep all the secrets of the said *W. N.* both as to himself and his clients, and from time to time render and give to the said *W. N.* a just and true account of, and pay unto him upon demand, all and every sum and sums of money which he the said *J. T.* shall receive by any ways or means whatsoever for the use of the said *W. N.* or for any business done by or for the said *W. N.* and that the said *J. T.* shall not and will not during the said term sollicite, prosecute, defend, intermeddle with or manage any cause or causes in the court of Chancery, or in any other court, or in any other manner or way for the advantage of himself or any other person or persons whatsoever, except the causes of the said *W. N.*'s clients, and for the said *W. N.*'s advantage and benefit, without the consent of the said *W. N.* first had and obtained.

**Item,** The said *W. N.* for the considerations aforesaid, doth for himself, his heirs, executors and administrators covenant, promise, grant and agree to and with the said *R. T.* his executors and administrators in manner following, That he the said *W. N.* for and during the term aforesaid, shall and will to the best of his skill and knowledge teach and instruct the said *J. T.* as his clerk

clerk in the practice and proceedings of the Six clerks office in his Majesty's high court of Chancery, wherein the said *W. N.* hath now a seat, and practiseth as a sworn clerk there; and that the said *W. N.* shall forthwith enter him the said *J. T.* as his clerk in the said office, in such manner as he the said *J. T.* may be capable to be a sworn clerk according to the constitution of the said office; and that he the said *W. N.* shall and will pay or allow to the said *J. T.* 40 *s.* a term termly and every term, between the last day of the term and the last seal after each term, for and during the term of 3 years.

Item, The said *W. N.* doth covenant, promise and agree to and with the said *R. T.* his executors and administrators, that he the said *J. T.* continuing to demean and behave himself well in all things, and no ways neglecting his the said *W. N.*'s affairs or employment whereby he or any of his clients may or shall be damaged during the time he shall continue with the said *W. N.* after the said term of 3 years, until he be a sworn clerk or otherwise disposed of, or leave the service of the said *W. N.* shall and will allow him the said *J. T.* such clerks fees as are usually given or allowed to other under-clerks of the said office, for such business as he the said *J. T.* shall do for him the said *W. N.* in any manner of ways whatsoever.

Item, The said *W. N.* doth hereby for himself, his heirs, executors and administrators further covenant and promise, grant and agree to and with the said *R. T.* his executors and administrators by these presents, That if the said *W. N.* shall happen to dye before the 3d day of *August* in the year of our Lord God 1724, the said *W. N.*'s executors or administrators shall and will repay or cause to be repaid to the said *R. T.* his executors or administrators the sum of 140 *l.* and if the said *W. N.* shall happen to die before the 3d day of *August* in the year of our Lord God 1725, that then the said *W. N.*'s executors or administrators, shall and will repay or cause to be repaid to the said *R. T.* his executors or administrators the sum of 90 *l.* and if the said *W. N.* shall happen to die before the 3d day of *August* in the year of our Lord God 1726, the said

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*W. N.*'s executors or administrators, shall and will repay or cause to be repaid to the said *R. T.* his executors or administrators the sum of 70 *l.*

Lastly, It is hereby covenanted and agreed by and between the said parties, That at the expiration of the said term of 3 years, and from thenceforth the said termly allowance of 40 *s.* a term, by these presents covenanted to be paid and allowed to the said *J. T.* is to cease and determine. In witness whereof the parties first above-named unto these present articles of agreement indented, interchangeably have put their hands and seals, the day and year first above-written.

*W. N.*

*Sealed and delivered in  
the presence of*

*R. R.*

*J. H.*

Received the day and year within written of the within named *R. T.* the full sum of three hundred pounds, being the consideration money within mentioned, I say received,

*l. s. d.*  
300 0 0

*W. N.*

*Witness*

*R. R.*

*J. H.*

*August 23d, 1723.*

*N<sup>o</sup>. 8.*

*12 d. Duty*

} Paid fifteen pounds.

*L. 15.*

— *W. M. per receipt.*

Entred per *H. & comp.*

*Articles for a lease of a house after repairs done.*

Articles of agreement, indented, made, concluded and agreed upon the — day of — in the year of our Lord — and in the — year of the reign of our sovereign Lord King George the second

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*second, Between R. H. of London, wood-monger, of the one part, and J. M. citizen and mercer of London, of the other part, as followeth, viz.*

**FIRST,** The said *R. H.* (for and in consideration of the yearly rent and covenants hereafter mentioned, on the part of the said *J. M.* his executors, administrators and assigns, to be paid and performed) doth for himself, his executors, administrators and assigns, covenant, promise and agree to and with the said *J. M.* his executors, administrators and assigns by these presents, That he the said *R. H.* his executors, administrators or assigns, shall and will (at the proper costs and charges of the said *J. M.* his executors, administrators or assigns) on or before the feast of *St. John Baptist*, next ensuing the date hereof, by a good and sufficient lease in the law, demise and to farm let, unto the said *J. M.* his executors, administrators and assigns, all that mesuage or tenement, with the appurtenances, known by the name or sign of the crown, now in the tenure or occupation of the said *J. M.* situate, lying and being in, &c. in the parish of, &c. in *London*, containing, &c. to hold the same unto the said *J. M.* his executors, administrators and assigns, from the feast of the annunciation of the blessed virgin *Mary* now next coming, unto the full end and term of 11 years and an half from thence next ensuing, fully to be complete and ended, at and under the yearly rent of 50 *l.* of lawful money of *Great Britain*, payable quarterly, at the four most usual feasts or days of payment in the year, *viz.* the nativity of *St. John Baptist*, the feast of *St. Michael* the archangel, the birth of our Lord Christ, and the annunciation of the blessed virgin *Mary*, by equal portions, and with usual covenants; but with an exception for freeing and exempting the said *J. M.* his executors, administrators and assigns, from being responsible for or chargeable with, or obliged to make good any loss or damage, that shall happen to the said mesuage or premises, or any part thereof, by, or by means of fire, at any time or times, during the said term of 11 years and an half, hereby agreed to be demised.



**Also,** That he the said *R. H.* his executors, administrators or assigns, shall and will allow, pay or satisfy unto the said *J. M.* his executors, administrators or assigns, the full and just sum of 40 *l.* of lawful money of *Great Britain*, towards defraying the charge of doing and performing the work of, and providing materials for the reparations, amendments and adornings herein after particularly mentioned in, upon or about the messuage and premises aforesaid, within the space of one week next after the same shall be made, done and perfected, and notice thereof given to the said *R. H.* his executors, administrators or assigns.

**Also,** The said *J. M.* (in consideration of the premises) doth for himself, his executors, administrators and assigns, covenant, promise and agree to and with the said *R. H.* his executors, administrators and assigns by these presents, That he the said *J. M.* his executors, administrators or assigns, shall and will at his and their own proper costs and charges (as to so much as the same shall exceed the said sum of 40 *l.* to be allowed by the said *R. H.* his executors, administrators or assigns as aforesaid) on or before the said feast of *St. John Baptist* now next ensuing, cause and procure the work, reparations, amendments and adornings following, to be made and done, in, upon or about the said messuage and premises to be demised, as aforesaid, *viz.* (*set forth the intended repairs.*) All which work, reparations, amendments and adornings shall be done and performed in good, substantial and workman-like manner.

**Also,** That (after such work, reparations, amendments and adornings shall be made and done as aforesaid) he the said *J. M.* his executors, administrators or assigns, shall and will accept of such lease, agreed to be granted to him, or them of the said messuage and premises aforesaid, with a schedule annex'd thereto, specifying all the particulars usual or proper to be scheduled, in case the said messuage and premises had been fitted up at the charge of the landlord; and (immediately after the execution and delivery, or tender thereof by the said *R. H.* his executors, administrators or assigns to the said *J. M.* his executors, administrators or assigns) shall and will duly execute and deliver a counter-

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counter-part thereof unto the said *R. H.* his executors, administrators or assigns. **In witness** whereof the said parties first above-named have to these present articles interchangeably set their hands and seals, the day and year first above written.

*Scaled and delivered (being  
first duly stamped) in the  
presence of*

### *Articles of agreement between the widow of a debtor and the creditors.*

**Articles** of agreement, indented, made, concluded and fully agreed upon, the — day of — in the — year of, &c. between *J. F.* of, &c. widow, relict of *F. F.* late of, &c. aforesaid, weaver, deceased, of the one part, and *F. M.* and *J. T.* of, &c. copartners, *C. E.* of, &c. *N. C.* of, &c. *A. W.* of, &c. *J. P.* of, &c. *J. K.* of, &c. *W. S.* of, &c. *E. J.* of, &c. *H. C.* of, &c. *W. L.* of, &c. *P. E.* of, &c. *G.* of, &c. creditors of the said *F. F.* deceased, of the other part, as follows, *viz.*

**W**hereas the said *F. F.* at the time of his late death, was and stood justly and truly indebted unto the several persons above-named, his creditors, in the several and respective sums of money mentioned and expressed in the list thereof, underwritten to these presents; and upon treaty it hath been agreed between the said *J. F.* and the said creditors, parties hereto, That the said *J.* shall take out letters of administration of the personal estate of her said late husband, and immediately thereupon assign over the same, for the benefit of the said creditors, in such manner as hereafter is mention'd, which assignment the said creditors have agreed to accept in full discharge of their respective debts; and in consideration thereof to release the said *J. F.* from all claims and demands on account of her said late husband's debts, and every part thereof: **Now these presents witness**, and it is hereby agreed by and be-

tween the said parties hereunto, in manner and form following, that is to say,

**The** said *J. F.* (in consideration of the premisses) doth for herself, her executors and administrators and every of them, covenant, promise and agree to and with the said *F. M.* and *J. T. C. E. N. C. A. W. J. P. J. K. W. S. E. J. H. C. W. L. P. E.* and

*G.* severally and respectively, and their several and respective executors, administrators and assigns, That she the said *J. F.* her executors or administrators shall and will, with the privity (and not otherwise) and at the request, costs and charges of the said several creditors above-named, on or before the feast of the birth of our Lord Christ next ensuing the date hereof, endeavour to procure letters of administration of the personal estate of the said *F. F.* deceased, to be granted to her in due form; and upon obtaining the same, immediately, at the like request, costs and charges of the said creditors, on or before the said feast of the birth of our Lord Christ, by such good and sufficient assignment in the law, as the said creditors, or the major part of them shall direct, assign, and set over unto the creditors above-named, parties to these presents, or to such three or more of them, as the major part of them shall direct and appoint, in trust, and for the equal benefit of the several creditors above named, in proportion to their respective debts, all the goods, wares and merchandizes, monies, debts, effects, demands and personal estate whatsoever, due, owing or belonging to the said *F. F.* at the time of his death.

**And** the said *F. M.* and *J. T. C. E. N. C. A. W. J. P. J. K. W. S. E. J. H. C. W. L. P. E.* and

*G.* for themselves severally and respectively, and not the one for the other of them, and for their several and respective executors and administrators, and not one for the executors or administrators of the other of them, (in consideration of such intended assignment) do covenant, promise and agree to and with the said *J. F.* her heirs, executors and administrators, by these presents, That they the said *F. M.* and *J. T. C. E. N. C. A. W. J. P. J. K. W. S. E. J. H. C. W. L. P. T.* and *G.* shall and will respectively, upon the execution of

of such assignment, as is herein before-mentioned by the said *J. F.* duly execute and give a sufficient general release or releases, or other discharges, (at the reasonable request of the said *J. F.* and at the charge of the several creditors above-named) unto her the said *J. F.* of all debts, accounts, claims and demands whatsoever, on account of the said *F. F.* her late husband, deceased, from the beginning of the world unto the day next before the date of such intended assignment: **And further,** That the said creditors above-named, their several and respective executors and administrators, shall and will give and allow the said *J. F.* the value of 100 *l.* sterling, in household goods and other goods at a reasonable appraisment, upon her executing such assignment, as is above-mentioned, as a premium for her making the same, upon this special condition nevertheless, that the said *J. F.* shall before the receipt of such 100 *l.* upon the request, and at the charge of the said creditors, or any of them, make an affidavit in writing, before a lawful magistrate, that she the said *J. F.* hath not wittingly or wilfully concealed from the said creditors, or neglected to discover to them any part of the personal estate of the said *F. F.* deceased, amounting to the value of 20 *l.* sterling in the whole. **In witness** whereof the parties first above-named have to these presents interchangeably set their hands and seals, the day and year first above-written.

The LIST of debts owing from the above-named *F. F.* deceased, referred to in the articles above-written.

			<i>l.</i>	<i>s.</i>	<i>d.</i>
To <i>F. M.</i> ?	} Copartners.	_____	259	06	00
<i>J. T.</i>					
To <i>C. E.</i>	_____	_____	111	06	00
To <i>N. C.</i>	_____	_____	73	00	00
To <i>A. W.</i>	_____	_____	56	01	00
To <i>J. P.</i>	_____	_____	63	00	00
To <i>J. K.</i>	_____	_____	48	19	00
To <i>W. S.</i>	_____	_____	30	00	00
To <i>E. J.</i>	_____	_____	47	08	00
To <i>H. C.</i>	_____	_____	about 30	00	00
C 5			To		

To <i>W. L.</i>	_____	_____	13 00 00
To <i>P. T.</i>	_____	_____	about 16 00 00
To <i>G.</i>	_____	_____	about 07 00 00

*Articles of agreement between the scavenger  
and raker of a parish.*

**Articles** of agreement, indented, had, made and agreed upon the — day of — in the year of our Lord 1737, and in the 10th year of the reign of King *George the second*, between *W. H.* of, &c. raker for the parish of — in the said county, of the one part, *T. W. W. T.* and *I. B.* scavengers, elected and chosen for the same parish for this present year, of the other part, as followeth (that is to say,)

**FIRST**, The said *W. H.* for himself, his executors and administrators, doth covenant, promise and agree to and with the said *T. W. W. T.* and *I. B.* their executors and administrators, by these presents, in manner following, (that is to say) That he the said *W. H.* his executors or administrators, (for the consideration hereafter mentioned) shall and will on the *Tuesday* and *Friday* in every week, during this present year 1737, and until new scavengers shall be chosen and appointed for the said parish, give notice to the inhabitants of the said parish, by bell, horn, clapper, or otherwise, to sweep up the dirt before their doors into heaps, and to bring out their dust, dirt, and coal-ashes, ready for the carts to take up; and also shall and will, on the *Tuesday* and *Friday* in every week during the term aforesaid, take up all the dust, dirt and coal-ashes, as shall be made or laid in the streets, lanes, alleys, or other places of the said parish, (rubbish excepted) and carry away the same to some convenient lay-stall or place, to be provided by the said *W. H.* his executors or administrators for that purpose; and shall and will also clearly acquit, exonerate, discharge, save harmless and keep indemnified the said scavengers, their heirs, executors and administrators, and all other the inhabitants of the said



said parish, of and from all indictments, fines, amerciaments, and other things whatsoever, which shall or may happen, accrue or be exhibited or found against, set, brought or levied upon the said scavengers, their heirs, executors or administrators, or the said inhabitants, or any of them; or which they, or any of them, shall or may sustain or be put to, for, or by reason of the not taking away the dust, dirt and coal-ashes, that shall be made or laid in the streets, lanes, alleys or other places in the said parish, during the term aforesaid. And the said *T.W. W.T.* and *I.B.* in consideration thereof, for themselves, their executors and administrators, do covenant, promise and agree to and with the said *W. H.* his executors and administrators, by these presents, in manner and form following, (that is to say,) That they the said *T.W. W.T.* and *I.B.* their executors or administrators, or some or one of them, shall and will, well and truly pay, or cause to be paid unto the said *W. H.* his executors or administrators, the full sum of 72 *l.* of lawful money of *Great Britain*, in manner following, (that is to say,) The sum of 36 *l.* part thereof, on the feast of *St. Michael* the archangel now next ensuing, and the sum of 36 *l.* residue thereof, on the feast of the annunciation of the blessed virgin *Mary*, which shall be in the year of our Lord 1738. Lastly, It is agreed by and between the said parties to these presents, That if it shall happen the said scavengers, their executors or administrators, or any of them, shall be at any charges in removing any dust, dirt or coal-ashes, made or laid as aforesaid, (after three days notice first left at the dwelling-house of the said *W. H.* for the doing thereof) or by indictments, fines, amerciaments or otherwise, for, or by reason of the negligence of the said *W. H.* his executors, administrators or servants in the premises; that then it shall and may be lawful to and for the said scavengers, their executors and administrators, to deduct such charges as aforesaid, out of the next half-yearly payment that shall be made after the said charges shall happen; any thing herein before contained to the contrary thereof in any ways notwithstanding. In witness whereof, the parties above-named have to these present

articles of agreement interchangeably set their hands and seals, the day and year first above written.

*Sealed and delivered, being  
first duly stamp'd, in the  
presence of*

*Articles of agreement for the sale of an  
estate.*

Articles of agreement, indented, had, made, concluded and agreed upon the 20th day of July 1740, between *H. H.* of *Milton* in the county of *Wilts*, esq; of the one part, and *S. P.* of, &c. of the other part.

**FIRST**, It is agreed by and between the said parties to these presents, and the said *H. H.* doth for himself, his heirs, executors and administrators covenant, promise and agree to and with the said *S. P.* that as well in consideration of the sum of 2000 *l.* of lawful money of *Great Britain* to the said *H. H.* now in hand paid by the said *S. P.* the receipt whereof is hereby acknowledged, as also in consideration of the sum of 22500 *l.* of lawful money, &c. to be paid, and a gold watch to be delivered by the said *S. P.* his heirs or assigns unto the said *H. H.* his heirs and assigns as is hereinafter mentioned, he the said *H. H.* shall and will at the costs and charges in the law of him the said *S. P.* on or before the 4th day of *November* next ensuing the date hereof, convey and assure unto the said *S. P.* his heirs and assigns, or to such person or persons as the said *S. P.* or his heirs shall direct and appoint, all that the manor, manor-house, gardens, &c. farm, rectory or impropriation, woods and copices of *Fiefield* in the parish of *Milton* in the county of *Wilts* aforesaid, with the appurtenances, together with all royalties and privileges to the same belonging, and all other the estate of him the said *H. H.* whatsoever and wheresoever in *Fiefield*, or elsewhere in the said parish of *Milton*; such conveyance to be made with proper covenants against the acts or incumbrances of him the said *H. H.* or of *E. H.* esq; his late father, deceased, with

an execution of the leases and copies now in being, upon the said premises so agreed to be conveyed as aforesaid.

Also, The said S. P. doth for himself, his heirs, executors and administrators, covenant and agree with the said H. H. his executors and administrators, that on the conveying and assuring the premises as aforesaid, he the said S. P. his heirs, executors, administrators or assigns, shall and will pay and deliver unto the said H. H. his executors, administrators or assigns, the said sum of 22500 *l.* and a good gold watch of the value of 20 Guineas at the least.

Also it is agreed, That all the rent and arrears of rent arising and becoming due in and upon the said premises at *Michaelmas* next, shall be received by the said H. H. and that he the said S. P. shall assist him in all proper methods for the recovery thereof, and that the said H. H. shall have liberty till *Christmas* next, to remove his goods, brewing copper and brewing vessels from off the premises, and that the granary shall be appraised, and the said H. H. paid for the same, or else be at liberty to carry the same from off the premises. In witness, &c.

*An assignment of a promissory note, with a letter of attorney, and proper covenants, as a security for a debt.*

**T**HIS indenture, made the — day of — in the year of our Lord — and in the — year of the reign of King *George the second*, Between B. B. of — on the one part, and W. S. of — on the other part. Whereas R. J. of — by his promissory note under his hand, bearing date the — day of — 1736, did promise to pay to the said B. B. (by the name of Mr. B. B.) or order, 480 *l.* 3 months after date for value received, as by the same note may appear: And whereas the said whole sum of 480 *l.* is still due and owing to the said B. B. Now this indenture witnesseth, That the said B. B. for and in consideration of the sum of 5 *s.* of lawful money of Great Britain to him in hand well and truly paid by the

the said *W. S.* before the enfealing and delivery of these presents, the receipt whereof he the said *B. B.* doth hereby acknowledge, he the said *B. B.* hath granted, bargained, sold, assigned and set over, and by these presents doth grant, bargain, sell, assign, and set over, unto the said *W. S.* his executors and administrators, the said note, and all the money now due thereon, with all interest accrued and grown due, or which shall accrue or grow due thereon; and all his the said *B. B.*'s right, title and interest of, in and to the same, and every part and parcel thereof; **to have and to hold** the same, and every part and parcel thereof, unto the said *W. S.* his executors, administrators and assigns, to the uses, intents and purposes following, *viz.* **First**, It is covenanted, granted and agreed by and between the said parties to these presents, for themselves respectively, and for their several and respective executors and administrators, that out of the money to be recovered and received on the said note, the said *W. S.* shall and may retain in his own hands the sum of 60 *l.* which is now justly due and owing to him from the said *B. B.*, if he shall recover and receive so much as 60 *l.* of the said note of 480 *l.* and if he shall not recover so much as 60 *l.* then it shall and may be lawful for him to retain whatever sum he shall recover and receive less than 60 *l.* in his own hands, towards satisfaction and payment of the said 60 *l.* so above-mention'd to be due from the said *B. B.* to the said *W. S.* And next after the said 60 *l.* so due from the said *B. B.* to the said *W. S.* as aforesaid, shall be fully recovered and received by, and retained in the hands of the said *W. S.* it shall be lawful for, and it is agreed by and between the said parties to these presents, that the said *W. S.* may retain in his hands the full charges and expences which he the said *W. S.* shall have been put unto in the recovery or receiving the said 480 *l.* or such part thereof as he shall receive, and then return to the said *B. B.* his executors, administrators and assigns, the residue of the said 480 *l.* or so much of the said 480 *l.* as he the said *W. S.* shall receive over and above the amount of the said 60 *l.* so due to the said *W. S.* and his charges as above. **And** the said *B. B.* doth by these presents

constitute

constitute, authorize and appoint the said *W. S.* his executors, administrators and assigns, his the said *B. B.*'s true and lawful attorney and attornies irrevocable, for him the said *B. B.* in his name or otherwise, but to the uses, intents and purposes above-mentioned, to ask, demand, sue for, levy, recover and receive of and from the said *R. J.* his executors and administrators, all sums of money whatsoever, due or to grow due upon and by virtue of the said recited note; and to use all lawful ways and means for the recovery and obtaining the same; and upon receipt thereof to give such acquittances and other discharges for the same, as shall be needful; and the said *B. B.* doth by these presents grant unto the said *W. S.* his executors and administrators, full and absolute power to act in the premises; and doth hereby ratify, confirm and allow all acts and things whatsoever, which the said *W. S.* shall lawfully do or cause to be done in and about the premises, by virtue of these presents; and that the same shall be as firm and effectual to all intents and purposes whatsoever, as if the said *B. B.* was personally present, and actually did the same: **And** the said *B. B.* for himself, his executors and administrators, doth covenant, promise and agree to and with the said *W. S.* his executors, administrators and assigns, by these presents, in manner and form following, *viz.* That the said *B. B.* shall and will avow and justify all such actions and suits, acts and things whatsoever, which shall be lawfully brought, commenced, done, executed and performed in and about the premises, by virtue hereof; **And** further, that he the said *B. B.* hath not at any time heretofore released or discharged the said recited note, or done any act or thing whatsoever, whereby the same is or may become void or frustrate; and that he the said *B. B.* shall not at any time hereafter release or discharge the said note, nor do or commit any act or thing, which shall or may be prejudicial, or a bar or hindrance to the said *W. S.* his executors, administrators or assigns, of or in the recovering and receiving the sum or sums of money aforesaid, or any of them, or any part thereof; **And moreover,** That he the said *B. B.* his executors and administrators, shall and will from



from time to time, and at all times hereafter, at the request, costs and charges in the law of the said *W. S.* his executors, administrators and assigns, make and execute all such further acts and things whatsoever, for the better enabling the said *W. S.* his executors, administrators and assigns, to recover and receive the full benefit and advantage of the said recited note; and the sum and sums of money therein specified, as the counsel learned in the law of the said *W. S.* shall advise or require: **And lastly,** The said *W. S.* doth by these presents, for himself, his executors and administrators, covenant promise and agree to and with the said *B. B.* his executors and administrators, That he the said *W. S.* will not at any time hereafter release or discharge the said note to the said *R. J.* for any thing less than the whole sum due thereon, and all charges, or do or commit any act or thing contrary to the true intent and meaning of these presents, without the consent and approbation of the said *B. B.* for that purpose first had and obtained in writing. **In witness** whereof the parties first above-named, have to these present indentures interchangeably set their hands and seals, the day and year first above-written:

*Scaled and delivered, being  
first duly stamped, in the  
presence of*

*Received the day and year first within written, of and  
from the within named *W. S.* the sum of 5 s. being the  
consideration within mentioned, by me  
Witness*

### *An assignment of a bond.*

**T**HIS Indenture made the 7th day of — in the year of our Lord —, Between *J. D.* of, *Esq.* sole executor of the last will and testament of *G. N.* late of, *Esq.* gentleman, of the one part, and *R. F.* of, *Esq.* of the other part. **Whereas** *W. R.* of London, *Esq.* by his bond or obligation duly executed under his hand and seal, bearing date the — day of — in the year of our Lord —, became bound

## Assignments.

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bound unto the said *G. N.* in his life-time, in the sum or penalty of 1200 *l.* with condition thereunder written for payment of the intire sum of 600 *l.* of lawful money of *Great Britain*, at or before the — day of — in the year of our Lord —, together with lawful interest then due for the same, as by the said bond, relation being thereunto had, more fully and at large appears: **And whereas** the said *G. N.* since the making of the said bond, died, having first duly made and published his last will and testament in writing, and thereof made and constituted the said *J. D.* sole executor, who hath since duly proved the same, and is thereby become legally intitled to the above-recited bond or obligation, and all the monies thereupon due and payable: **Now this indenture witnesseth**, that the said *J. D.* as well for and in consideration of a competent sum of lawful money of *Great Britain* to him in hand paid by the said *R. F.* upon or before the sealing and delivery of these presents, the receipt whereof he the said *J. D.* doth hereby acknowledge, as for divers other good and valuable considerations him thereunto moving, hath bargained, sold, assigned, and set over, and by these presents doth bargain, sell, assign and set over, unto the said *R. F.* his executors, administrators and assigns, the said bond or obligation above-recited, and all and every sum and sums of money now due and payable, or which shall or may grow due or payable thereupon, and the benefit, profit and advantage to be obtained or gotten thereby, and all the estate, right of action, claim and demand whatsoever, of him the said *J. D.* his executors or administrators, in or to the same, **To have, hold, receive and take** the said bond, and the monies thereupon due, and every part thereof, unto the said *R. F.* his executors and administrators, to his and their own use and uses for ever, without rendring any account unto the said *J. D.* his executors or administrators of or for the same; **And** the said *J. D.* for himself, his executors and administrators, doth hereby covenant, promise and agree to and with the said *R. F.* his executors and administrators, that he the said *J. D.* hath not any time heretofore made, committed, done or suffered, or shall or will

will at any time hereafter, make, commit, do or suffer any act, matter or thing whatsoever, whereby or by means whereof the said bond above-recited, or the sum or sums of money due or to grow due or payable thereupon, shall or may be released, destroyed or incumbered in any wise whatsoever. And the said R. F. for himself, his executors and administrators, doth covenant, promise and agree to and with the said J. D. his executors and administrators by these presents, that he the said R. F. his executors and administrators, shall and will from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified, the said J. D. his heirs, executors and administrators, his and their lands, tenements, goods and chattels, and every of them, of, from and against all and all manner of actions, suits, troubles, costs, charges, damages and expences whatsoever in law or equity, or otherwise, which he the said J. D. his heirs, executors or administrators shall or may sustain or be put unto by reason or means of the said bond above-recited, or any process or proceedings to be brought or presented thereupon, or the assignment now thereof made to the said R. F. as aforesaid, or for or by reason of any other matter, cause or thing whatsoever. In witness whereof the parties to these presents interchangeably have set their hands and seals, the day and year first above written.

*Sealed and delivered, &c.*

*An assignment of a bond for performance of covenants.*

**W**hereas J. R. of, &c. by his bond or obligation bearing date, &c. became bound unto R. R. of, &c. in the sum of, &c. conditioned for the performance of certain covenants contained in one pair of indentures of bargain and sale of a certain mesuage or tenement situate, &c. which mesuage and tenement and premises thereunto belonging are now by the said R. R. bought and gained and sold to T. W. of, &c. his heirs and assigns for ever: **Now know all men** by these presents, That the said R. R. for the better securing the title of the

said *T. W.* of and in, &c. the said mesuage or tene-  
ment and premisses, and in consideration of the sum of  
5 s. to him in hand paid by the said *T. W.* at or be-  
fore the enfealing and delivery of these presents, the  
receipt whereof he the said *R. R.* doth hereby acknow-  
ledge, hath assigned, transferred and set over, and by  
these presents, both assign, transfer and set over, unto  
the said *T. W.* his heirs, executors, administrators and  
assigns, the said recited bond or obligation, and all  
sum and sums of money therein mentioned, and all be-  
nefit and advantage to be had or made thereby; And  
the said *R. R.* for himself, his heirs, executors and ad-  
ministrators, doth hereby covenant and grant to and  
with the said *T. W.* his heirs, executors, administrators  
and assigns, that he the said *T. W.* his heirs, executors,  
administrators and assigns, shall and lawfully may at  
his and their own proper costs and charges, from time  
to time, and at all times hereafter, in the name of the  
said *R. R.* his heirs, executors or administrators, sue  
for, levy, recover, receive and enjoy all such sum and  
sums of money, benefit and advantage whatsoever,  
which shall or may be had or gotten by virtue, force or  
means of the said recited obligation, without any man-  
ner of nonsuit, release, trouble, denial or interruption of  
the *R. R.* his heirs, executors or administrators; And  
the said *T. W.* for himself, his heirs, executors, admini-  
strators and assigns, doth covenant, promise, grant and  
agree to and with the said *R. R.* his heirs, executors  
and administrators, that he the said *T. W.* his execu-  
tors and administrators, shall and will from time to time,  
and at all times hereafter, save, defend, keep harmless  
and indemnified the said *R. R.* his heirs, executors and  
administrators, and every of them, his, their, and every  
of their lands, tenements, goods and chattels, of, from  
and against all and all manner of costs, charges and  
damages, to arise or happen for or by reason or means  
of any suit or action upon the said bond or obligation, or  
any matter or things relating thereto. In witness,  
&c.

Assign-

*Assignment of a judgment.*

**T**HIS indenture, made, &c. between R. R. of, &c. of the one part, and T. W. of, &c. of the other part: *Whereas* the said R. R. hath recovered a judgment in his Majesty's court of King's Bench at *Westminster*, as of *Hilary* term last, against O. B. for 50*l.* debt, together with costs of suit, as by the record of the said judgment, relation being thereunto had, may more fully appear: *Now* this indenture witnesseth, That the said R. R. for divers good causes and considerations him thereunto especially moving, hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said W. T. his executors, administrators and assigns, as well the said judgment, and all and every sum and sums of money therein mentioned and contained, as also all and all manner of benefit and advantage to be made, gotten or obtained, by reason or means of the said Judgment, or any process or execution thereupon to be had, sued out or executed; *To* have, take, receive and enjoy the same, unto the said T. W. his executors, administrators and assigns, to his and their own proper use and behoof, in as ample and beneficial manner, as he the said R. R. his executors or administrators might or could have had, taken, received or enjoyed the same, if these presents had never been made; *And* the said R. R. doth by these presents, make, ordain, constitute and appoint the said T. W. to be his lawful attorney, for him and in his name to sue and prosecute any execution or action upon the said judgment, and upon satisfaction given, or any other end, composition or agreement made, concerning the premises, to acknowledge satisfaction, or make and do any other release or discharge for the same; and all and every other act or acts, thing or things whatsoever, as shall be requisite and needful to be done in or about the premises, the said R. R. doth hereby for himself, his executors and administrators, covenant, promise and agree to and with the said T. W. his executors, administrators and assigns, to allow, ratify, establish and confirm;



confirm; And the said R. R. doth hereby for himself, his executors and administrators further covenant, promise and agree to and with the said T. W. his executors, administrators and assigns, in manner and form following, that is to say, That he the said R. R. hath not at any time heretofore made, done or committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby, or by reason or means whereof, the said judgment may be discharged or vacated, or any execution or action to be sued out or prosecuted thereupon, any way frustrated, defeated, avoided or set aside; And that he the said T. W. his executors and administrators shall and may peaceably and quietly have, hold, receive and enjoy to his and their own proper uses and behoof, all such benefit, sum and sums of money, lands, tenements or other things, as by virtue of the said judgment, or any execution, process or proceeding thereupon brought, sued or prosecuted, shall be recovered, obtained or gotten, without the let, suit, trouble, eviction or disturbance of the said R. R. his executors or administrators, or without any account or other thing to him or them therefore made or given. In witness, &c.

*An assignment of a lease.*

**T**HIS indenture made the — day of — in the year of our Lord — and in the — year of the reign of King George the second, between J. E. &c. yeoman, of the one part, and R. W. of, &c. yeoman of the other part. Whereas, by indenture of lease, bearing date the — day of — in the year of our Lord —, and made, or mentioned to be made, between J. C. of, &c. and E. his wife, of the one part, and the said J. E. party to these presents, of the other part, they the said J. C. and E. his wife, for the considerations therein mentioned, did demise, lease, and to farm let unto the said J. E. all that messuage or tenement, &c. &c. together also with all and singular the ways, waters, water-courses, profits, commodities and appurtenances whatsoever, to the said several messuage or tenement, grounds and premises belonging, or in any wise appertaining; excepted and reserved

reserved out of the said lease unto the said *J. C.* and *E.* his wife, their executors, administrators and assigns, the bodies, lops, tops and shreds of all and all manner of trees, then standing, growing or being, or which then after during the continuance of the said lease should be standing, growing or being in or upon the last mentioned and thereby demised meadow ground in — lane only, or any part thereof together with free liberty of ingress, egress and regress for the viewing of the said premises, or for any other reasonable cause whatsoever, To hold the said mesuage or tenement, and pieces and parcels of ground and premises, with their and every of their appurtenances thereby demised, (except before excepted) unto the said *J. E.* his executors, administrators and assigns, from the feast of the annunciation of the blessed virgin *Mary* then last past, before the date of the said indenture of lease, unto the end and term of 21 years from thence next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly and every year, during the said term of 21 years, unto the said *J. C.* and *E.* his wife, their executors, administrators and assigns, the rent or sum of 42*l.* of lawful money of *Great Britain*, at the days and times therein mentioned, as by the same lease, relation being thereunto had, may more fully and at large appear: **Now this indenture witnesseth,** That the said *J. E.* for and in consideration of the sum of 5*s.* of lawful money of *Great Britain* to him in hand well and truly paid and satisfied by the said *R. W.* before the sealing and delivery of these presents, the receipt whereof the said *J. E.* doth hereby acknowledge, and thereof doth for ever acquit and release the said *R. W.* his executors and administrators, by these presents, hath granted, bargained, sold, transferred and set over, and by these presents doth fully and absolutely grant, &c. unto the said *R. W.* his executors, administrators and assigns, as well the said recited indenture of lease, as the mesuage or tenement and premises herein before mentioned to be demised, with their and every of their appurtenances, (except as in the same indenture of lease is excepted) and all the estate, right, title, interest, possession, property, rents, profits, claim and demand whatso-

whatsoever, either in law or equity, or otherwise howsoever of him the said *J. E.* of, in or to the same; **To have and to hold** the said hereby bargained and assigned premises, with their and every of their appurtenances (except as before excepted) unto the said *R. W.* his executors, administrators and assigns, from the day of the date hereof, for and during all the time and term to come and unexpired in and by said recited indenture of lease, granted at and under the rents and covenants in the said indenture of lease contained: **And** the said *J. E.* for himself, his executors and administrators, doth covenant, promise and agree to with the said *R. W.* his executors, administrators and assigns, by these presents, That for and notwithstanding any act, matter or thing whatsoever, had, made, committed, done or suffered by him the said *J. E.* the said recited indenture of lease is a good and sufficient lease in the law, whereby to hold the said premises for and during the term of years thereby granted, and now is and standeth in full force and effect, unforfeited, unsurrendered, and not made void or otherwise to be impeached or avoided; **And** that for and notwithstanding any such act, matter or thing had, made, committed or done by the said *J. E.* he the said *J. E.* at the time of the enfealing and delivery of these presents, hath in himself full power, good right, true title, and lawful and absolute authority to grant, bargain, sell and assign the hereby bargained and assigned premises to the said *R. W.* his executors, administrators and assigns, for and during the rest and residue of the said time and term in the said recited indenture of lease granted now to come and unexpired: **And further also**, That he the said *R. W.* his executors, administrators and assigns, shall and may at all times hereafter, during the term by the said indenture of lease demised, peaceably and quietly have, hold, use, occupy, possess and enjoy the said mesuage or tenement and premises thereby demised, and every part thereof, with the appurtenances, without any lawful let, suit, trouble, claim, eviction, ejection, denial, interruption or disturbance of him the said *J. E.* his executors, administrators or assigns, or any other person or persons, claiming under him, them, or any of them,

and

and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *J. E.* his executors, administrators and assigns, well and sufficiently saved harmless and indemnified from and against all and all manner of former and other gifts, grants, bargains, sales, leases, assignments, mortgages, judgments, executions or other incumbrances whatsoever, had, made, committed done or suffered, or to be had, made, committed done or suffered by the said *J. E.* or any other person or persons whatsoever, claiming, or to claim by, from or under him, them or any of them, or by, from or under his, their, or any of their act, deed, consent, assent, default or procurement; the rents and covenants in the said indenture of lease mentioned always excepted: **And further also,** That he the said *J. E.* his executors and administrators, and all other persons claiming under him, shall and will at the request, cost and charges in the law of the said *R. W.* his executors, administrators or assigns, make, do, acknowledge, execute and suffer, or cause and procure to be made, done, acknowledged, executed and suffered, all and every such further and other lawful and reasonable act and acts, thing and things, assignments and assurances in law whatsoever, for the further, better and more absolute conveying, assigning and assuring of the said mesuage, tenement, pieces or parcels of ground, and premisses hereby assigned or mentioned, or intended to be hereby assigned, with the appurtenances, unto the said *R. W.* his executors, administrators and assigns, for and during the remainder of the time and term then to come and unexpired, in the said recited indenture of lease granted, as by the said *R. W.* his executors, administrators or assigns, or his, or their counsel learned in the law shall be reasonably devised, advised or required. **And lastly,** The said *R. W.* for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said *J. E.* his executors and administrators, by these presents, That he the said *R. W.* his executors, administrators and assigns, shall and will from time to time, and at all times hereafter, well and sufficiently save harmless, and keep indemnified the said *J. E.* his executors and administrators,

ministrators, and their goods, chattels, lands and tenements of, from and against the rents and covenants in the said recited indentures of lease contained, which shall from henceforth grow due on the tenant's or lessee's part and behalf, to be paid, done, kept and performed, and of and from all actions, suits, costs, charges, damages and expences, that he or they shall or may happen to be put unto, for or by reason of the non-payment, or non-performance of them, or any of them. In witness, &c.

## *Assignment of a lease by way of indorsement.*

**KNOW** all men by these presents, that the within-named *J. J.* (by and with the consent and approbation of the within-mentioned *E. M.* herein after testified) in consideration of the sum of 5 *s.* lawful money of *Great Britain* to him the said *J. F.* in hand well and truly paid by *T. M.* of, &c. at or before the enfealing and delivery of these presents, the receipt whereof the said *J. F.* doth hereby acknowledge, and also in consideration of the covenants hereinafter contained on the part of the said *T. F.* to be performed, hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said *T. M.* the within-demised mesuage or tenement, and premisses, with their and every of their appurtenances, as also this indenture of lease, to have and to hold the said mesuage or tenement and premisses, with their and every of their appurtenances unto the said *F. M.* his executors, administrators and assigns, for and during all the rest, residue and remainder of the within-mentioned term of 7 years yet to come and unexpired, he the said *T. M.* paying the rent and performing the covenants and agreements in and by the within indenture of lease reserved and contained on the tenant or lessee's part to be paid, done and performed; and the said *T. M.* for himself, his executors and administrators, doth hereby covenant, promise and agree to and with the said *E. M.* his heirs and assigns, that he the said *T. F.* his executors and administrators, shall and will pay the rent within reserved,



ed, and perform, observe and keep the covenants, clauses and agreements within contained, according to the purport, true intent and meaning of the within-written indenture of lease; **And** the said *E. M.* for himself, his heirs, and assigns, doth hereby ratify and confirm this present assignment, and doth accept of the said *T. M.* as his tenant to the said premises, under the rent and covenants within contained; and doth absolutely acquit, release and discharge the said *J. J.* his executors and administrators, of and from the payment of the rent, and performance of the covenants and agreements within reserved and contained. **In witness** whereof the said parties have hereunto set their hands and seals, the — day of —, &c.

*An assignment of a policy of insurance from fire.*

**I** **D** all to whom this present writing shall come, I *F. B.* citizen and ironmonger *London*, send greeting. **Whereas** I the said *F. B.* the — day of — in the year of our Lord —, did become a party to the agreement for securing houses, chambers or rooms from loss by fire, by amicable contribution, and paid 5 *l.* 8 *s.* to the treasurer of the said contributionship, to the use of the contributionship, being the whole consideration-money, as well for securing the sum of 900 *l.* to me the said *F. B.* my executors, administrators and assigns, on a brick-house situate on the south-side of — street in the parish of —, which house abuts east on *J. H.* and west on *N.* and *B.* and is known by the sign of — being now my dwelling-house for the term of 7 years then to come; as also for my pledge or caution for performance of my covenant according to true intent and meaning of one indenture instrument or deed-poll, importing methods and rules for securing houses, chambers or rooms from loss by fire bearing date the — day of *November* in the year of our Lord —; and thereupon *M. R.* *H. M.* and *C. B.* trustees for the said contributionship, by a certain policy of insurance, or writing under their hands and seals bearing date the said — day of — in the year

## Assignments.

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of our Lord —, and marked N<sup>o</sup>. 16442, did order, direct and appoint the directors of the contributionship for the time being, according to the said instrument or deed-poll, to pay and satisfy unto me the said *F. B.* my executors, administrators, or particular assignee or assignees, the sum of 900 *l.* and to indorse it on the said recited policy at the end of 60 days after the said house should be burnt down, blown up, demolished or damaged by or by reason or means of fire; and so often as the said house should be rebuilt and burnt down, blown up, demolished or damaged by, or by reason or means of fire, within the said term, the like sum of 900 *l.* and the like indorsement, if the said directors, or the directors for the time being, their assigns, or some or one of them, should not within the said 60 days, cause or procure the said house, or such new house to be rebuilt, repair'd and put in as good condition as the same was before such fire, at the charge of the said contributionship; and it was thereby also ordered, That the said directors for the time being, at the end of the said term of 7 years, should repay the sum of 4 *l.* 10 *s.* to me the said *F. B.* my executors, administrators or assigns, or so much thereof as should not be forfeited by me the said *F. B.* my executors, administrators and assigns, as by the said writing or policy may appear: **And whereas** the said *F. B.* in consideration of the said sum of 5 *l.* repaid, or agreed to be repaid me by *A. W.* of — the parish of — in the county of *Middlesex*, widow, owner of my said now dwelling-house, have agreed to assign over to her the said writing, or policy of insurance, and all benefit and advantage thereof: **Now therefore**, in pursuance of the said agreement, and for the considerations aforesaid, and for divers other good and valuable causes and considerations, I the said *F. B.* have granted, sold, assigned, set over; and **do** hereby grant, unto the said *A. W.* her executors, administrators and assigns, the said recited writing or policy of insurance, and all the benefit and advantage thereof, together with the said 900 *l.* therein mentioned, or thereby insured in case of fire, and all other monies therein mentioned, and all other the covenants and agreements therein contained; and all the estate, right, title, interest,

benefit, advantage, claim and demand whatsoever of me the said *F. B.* my executors, administrators or assigns of, in or unto the said insurance and premisses, and all monies, and other benefit, profit and advantage to be had, received or gotten by virtue or means thereof, either by repairing or new building the said house or any part thereof, in case of fire or otherwise. **And** for that purpose I do hereby give full power and authority unto the said *A. W.* her executors, administrators and assigns, in my name or otherwise, to ask, demand, sue for, recover and receive of and from all person and persons any wise concerned, all such sum and sums of money, and other benefit and advantage that shall or may become due or payable, or ought to be done or performed by virtue or force of the said policy or writing: **And** I the said *F. B.* do hereby for my self, my executors and administrators, covenant, promise and agree to and with the said *A. W.* her executors, administrators and assigns by these presents, That all such monies, benefit and advantage shall and may be had and enjoyed by the said *A. W.* her executors, administrators and assigns, to her and their own use and uses, without any let or hindrance of me the said *F. B.* my executors, administrators or assigns; **And** also, That neither I the said *F. B.* nor my executors or administrators, or either of them, shall or will receive, acquit, release or discharge the same, or any part thereof. **In witness, &c.**

*Assignment of a policy of insurance for lives.*

**W**hereas the corporation of the amicable society for a perpetual insurance office, by one instrument or policy, under their common seal, bearing date the — day of — in the year of our Lord —, Old N<sup>o</sup>. 1064. New N<sup>o</sup>. 3554. did oblige themselves and successors to pay to *W. S.* of — esq; or his assigns, nominee of *R. R.* of — esq; a member of the said society, such a proportion or share of the joint stock or fund of the said society, as should become due to the said *W. S.* or his assigns, at such time or times, as by their charters is limited and appointed: **And whereas** the

the said *W. S.* is since dead, having first made his will and testament, and appointed — executors thereof; and which will hath been duly proved in the prerogative court of *Canterbury*, by the said — executors of the said will: **And whereas** the name of the said *W. S.* was made use of in the above recited policy or instrument in trust for *E. S.* of, &c. **Now know all men** by these presents, That we the said — as executors of the said *W. S.* for and in consideration of the sum of 5 *s.* of lawful money of *Great Britain* to us the said — in hand paid by the said *E. S.* the receipt whereof we do hereby acknowledge, and thereof and therefrom do hereby acquit, release and discharge the said *E. S.* her executors and administrators, **have assigned**, transferred and set over, and by these presents, **do absolutely assign**, transfer and set over unto the said *E. S.* her executors, administrators and assigns, all our right, title, interest, property, claim and demand whatsoever, in and to the above recited instrument or policy, numbred as above; and in and to the joint stock and fund of the said society, risen or to arise on or by virtue of the above recited instrument or policy; **to have and to hold** the same, with all benefit and advantage thereof, risen or to arise unto her the said *E. S.* her executors, administrators and assigns for ever. **In witness, &c.**

*Assignment of a sea-captain's half-pay.*

**I**D all people, to whom this present writing shall come, I captain *J. C.* of the city of *London*, gent. send greeting. **Know ye**, that I the said *J. C.* for and in consideration of the sum of 15 *l.* of lawful money of *Great Britain* to me in hand, before the enscaling and delivery hereof, by *T. I.* citizen and weaver of *London*, well and truly paid, the receipt whereof I do hereby acknowledge, and thereof, and of every part and parcel thereof, do hereby fully acquit, exonerate and discharge the said *T. I.* his executors, administrators and assigns, **have granted**, bargained, sold, aliened, assigned, transferred, set over and confirmed, and by this my present writing **do fully, clearly and absolutely**

grant, bargain, sell, alien, assign, transfer, set over and confirm unto the said *T. I.* all my half-pay that shall accrue due unto me from the 31st of *December* — to the 30th of *June* — as also my whole estate, right, title, interest, property, claim and demand whatsoever of, in and to the same; **To have and to hold** the said bargained premises, and every part and parcel thereof, unto the said *T. I.* his executors, administrators and assigns, to his and their own proper use and behoof, and as his and their own proper goods and chattels for ever; **all and singular** which said bargained premises shall be for ever by me the said *J. C.* my executors and administrators, warranted and defended unto the said *T. I.* his executors, administrators and assigns, against the claim or demand of any person or persons, and free and clear of and from all former and other gifts, grants, bargains, sales, loans, assignments, mortgages, and all other incumbrances whatsoever. **In witness, &c.**

*An award by arbitrators.*

**To** all to whom these presents shall come, *We A. B.* of, &c. *C. D.* of, &c. *E. F.* of, &c. send greeting. **Whereas** *G. H.* of, &c. and *I. K.* of, &c. did enter into mutual bonds or obligations to each other, bearing date respectively, on or about the 8th day of *February* last past, in the penal sum of 200 *l.* respectively, conditioned for their respective submitting to the award of us the said *A. B. C. D.* and *E. F.* or any two of us, of and concerning all actions, suits, quarrels, controversies, damages and demands between them, so as such award were made by us, or any two of us, in writing under our hands and seals, on or before the 8th day of *March* instant, as by the said respective bonds and conditions, relation unto them respectively being had, may more fully appear: **Now know ye,** That we the said *A. B. C. D.* and *E. F.* having examined the accounts, and heard the allegations of both the said parties in difference, and duly weighed and considered the same, **do** make and publish this our award and final determination between the said parties; and do



do hereby adjudge, award and order, that the said *G. H.*, do and shall pay or cause to be paid to the said *I. K.* his executors or administrators, the sum of 50 *l.* of lawful money of this realm, on the 20th day of *March* instant, at the hour of 10 in the forenoon, at — and upon payment thereof, that the said *G. H.* and *I. K.* shall duly execute and deliver to each other mutual general releases of all actions, suits, accounts, damages and demands whatsoever, from the beginning of the world to the day of the date of the said recited obligations. In witness whereof, we have hereunto set our hands and seals, this — day of, &c.

*Signed, sealed, published and declared by the said arbitrators, as their final award and arbitration, being first legally stamped, in the presence of*

*Another award by arbitrators.*

**T**o all, &c. Whereas divers controversies, differences and quarrels have arisen and happened between *M. P.* of, &c. and *I. C.* of, and divers suits both at law and in equity commenced and prosecuted by and between them concerning the same; for the ending and determining whereof, and of all other matters in dispute between them, they the said *M. P.* and *I. C.* did, on or about the 9th day of *February* last past before the date hereof, enter into mutual bonds or obligations to each other in the penalty of 1100 *l.* to stand to and abide the final end, award and determination of us the said *A. B.* and *C. D.* arbitrators indifferently chosen between them, of and concerning the said suits now depending, and all other matters in difference between them whatsoever, so as the said award be made in writing under our hands and seals, ready to be deliverrd to the parties in difference, or such of them as shall desire the same, on or before the 30th day of this instant *March*, as by the said bonds or obligations, relation being to them had, more fully may appear: **Now know ye**, That we the said *A. B.* and

*C. D.* having heard all the allegations, and examined the accounts of both parties, and fully weighed and considered the same, and all matters in difference between them, do make and publish this our award, final end and determination between the said parties, and also hereby order, adjudge and award, that the said *J. C.* do and shall pay or cause to be paid unto the said *M. P.* the sum of — of lawful money of *Great Britain*, on *Monday* the — day of this instant *March*, between the hours of 10 and 12 o'clock in the forenoon at the *W.* coffee-house commonly so called, situate, &c. and that thereupon the said *M. P.* and *J. C.* shall seal and execute mutual general releases to each other, of all controversies, actions, suits, accounts and demands whatsoever from the beginning of the world to the day of the date of the said obligation. In witness, &c.

*An award.*

**I**D all to whom these presents shall come, *J. S.* of the *Middle-Temple, London*, esq; his Majesty's solicitor general, and *J. A.* of *Doctor's Commons*, doctor of laws, send greeting. Whereas by an order of his Majesty in council, bearing date the 12th day of *June* last past, made upon hearing the petition of *Dr. A. R.* of the island of *Minorca*, complaining of an order made by *Col. W. P.* late commandant of the said island, by which the said *A. R.* had very much suffered in the sale of the royal tithes which he had taken to farm in the said island, and that upon an accusation of having disobeyed the said order, in the disposal of a small quantity of tithe, corn contrary to the said order, the said *Col. P.* had committed *A. R.* to prison, and put him under confinement, and by an order or sentence of the 18th of *September 1737*, made by the said *Col. P.* with his assessors, had condemned the said *A. R.* to pay a fine of 200 livres, and to be banished the said island for 2 years; his Majesty with the advice of his council did order that the said sentence of the 18th of *September*, made by the said *Col. P.* then commandant of the said island, should be reversed and set aside, and the said fine

fine be restored. **And** it was thereby declared, that the said sentence was oppressive and extremely severe, and that the said petitioner ought to have satisfaction made him for what he had suffered by the said sentence. **And whereas** for the settling the said damages, and making a full recompence and satisfaction to the said *A. R.* for what he had suffered by means of the said *Col. P.*'s said proceedings against him, and for the ending and determining all matters in difference between them, the said *Col. P.* by the name of *W. P.* late commandant in the island of *Minorca* now in *London*, esq; and the said *A. R.* by the name of *A. R.* of the said island of *Minorca* now also in *London*, doctor of laws, did on the 19th day of *November* last past, enter into mutual bonds or obligations to each other, to stand to and abide the award, final end and determination of us the said *J. S.* and *J. A.* of and concerning all actions, suits, judgments, quarrels, controversies, damages and demands whatsoever between them, so as such award was made by us in writing under our hands and seals, on or before the 25th day of this instant *December*. **Now know ye**, That we the said *J. S.* and *J. A.* having heard both the said parties, and examined into the damages and costs the said *A. R.* has sustained by the said sentence, and the satisfaction he ought to have for what he has suffered by means thereof, and having considered all matters in difference between the said parties, do make and publish this our award and final end and determination between the said parties, of and concerning the said premisses so to us referred, **And do hereby order, adjudge and award**, That the said *W. P.* his heirs, executors or administrators shall on *Wednesday* the 6th day of *February* next, at the hour of 11. in the forenoon, at the *Rolls Chapel* in *Chancery Lane*, pay or cause to be paid unto the said *A. R.* his executors or administrators the sum of 700 *l.* of lawful money of *Great Britain*, and that on payment thereof, the said *W. P.* and *A. R.* shall seal and execute mutual general releases to each other of all controversies, actions, suits, accounts, judgments and demands whatsoever from the beginning of the world to the day of the date of the said obligations. **In witness whereof**

we have hereunto set our hands and seals, the 18th day of *December* in the year of our Lord 1739, and in the 13th year of the reign of our sovereign Lord King *George* the second.

*Signed, sealed, published and declared by the said arbitrators, as their final award and arbitration (being first duly stamp'd) in the presence of*

J. S.  
J. A.

J. S.  
R. R.

*Nomination of an umpire by arbitrators appointed by an order of the court of Chancery.*

**T** All persons to whom these presents shall come. *Whereas* by an order of the lord high chancellor of *Great Britain*, bearing date the 13th day of *March* 1740, in a cause then depending in the high court of *Chancery*, wherein *F. G. T. W.* and *C. D.* were complainants, and *T. B. J. W.* and *R. N.* were defendants; it was then ordered by the said lord high chancellor in court, as between the plaintiffs and the defendants *B. and W.* that all matters in difference between the said parties in this cause, should be refer'd to the award and determination of *J. C.* of *Gray's Inn*, esq; and *T. S.* of the *Middle Temple*, esq; and that they should make their award therein, on or before the first day of *Trinity* term then next; and in case they should not agree in opinion, that they should name an umpire who should make an umpirage on or before the first day of *Michaelmas* term then next. *And whereas* the said *J. C.* and *T. S.* have considered of the said matters in difference, and have heard what each party had to offer and alledge on his behalf, but do not agree in opinion in relation to the said matters in difference, so as to be able to make an award between the said parties: *Now know ye*, That in pursuance of the power and direction aforesaid, in respect to the naming of an umpire in the said matter, we the said *J. C.* and

and *T. S.* have elected, nominated and appointed, and do hereby elect, nominate and appoint *R. H.* of *Lincoln's Inn*, esq; one of the masters of the high court of *Chancery*, to be umpire between the said parties in relation to the matters in difference between the said parties in the cause aforesaid. In witness whereof we the said *J. C.* and *T. S.* have hereunto set our hands and seals, the ——— day of *May* in the 14th year of the reign of our sovereign Lord *George* the second, by the grace of God of *Great Britain, France* and *Ireland* King, defender of the faith, &c. and in the year of our Lord 1741.

*An award by an umpire.*

**W**HEREAS several differences and controversies have happened and arisen, and were likely to continue between *A. B.* of, &c. and *C. D.* And whereas, for the settling and determining the said differences and controversies, the said *A. B.* and *C. D.* did mutually enter into bonds or obligations of arbitrament by them respectively duly executed under their respective hands and seals, bearing date the 21st day of *January* last past, with a condition thereunder respectively written, whereby they were mutually to stand to, obey, abide, perform, fulfil and keep the award, order, arbitrament, final end and determination of *E. F.* of, &c. and *G. H.* of, &c. so as the said award was made in writing, under their hands and seals, on or before the first day of *March* then next: but if the said arbitrators did not make such their award by the time aforesaid, then to stand to, obey, abide, perform, fulfil and keep the award, order, arbitrament, umpirage, final end and determination of such person as should be indifferently chosen by the said arbitrators as an umpire between the said parties, so as the said umpire should make his award or umpirage in writing under his hand and seal, on or before the 14th day of *March* next, as by the said bonds or obligations, with the condition thereunder written, relation being thereunto respectively had, may appear: And whereas the said *E. F.* and *G. H.* have declined to make such arbitration, and by a memorandum or wri-



ting indorsed on the said bonds, or one of them, and by them signed under their respective hands, bearing date the 25th day of *February* then last past, did agree, that I *K. L.* of, &c. should be umpire to settle the said arbitration, or to that effect, as by the said memorandum or writing indorsed, relation being thereunto had, may appear: **Now know** all men by these presents, That I the said *K. L.* having accordingly taken upon me to make such umpirage and award, and having deliberately weighed and considered the said matters in difference, for the settling and finally determining the same, **do** hereby award, order and adjudge of and upon the premises, in matter and form following, *viz.* I do award, order and adjudge, that the said *A. B.* shall and do well and truly pay, or cause to be paid unto the said *C. D.* the sum of 100 *l.* of lawful money of *Great Britain*, on the 8th day of *May* next, at the house of *N. O.* attorney at law, in, &c. between the hours of 10 and 12 o'clock in the forenoon of the same day; and I do also award, order, and adjudge, that at the same time, upon payment of the same sum of 100 *l.* the said *A. B.* and *C. D.* shall each of them execute to the other a general release of all matters in difference between them, if the same be required. **In witness** whereof I have to this my umpirage and award set my hand and seal this — day of, &c.

*A bargain and sale of goods:*

**KNOW** all men by these presents, That I *C. G.* of, &c. widow, for and in consideration of the sum of 5 *l.* of good and lawful money of *Great Britain*, to me in hand, at and before the en sealing and delivery hereof, well and truly paid by *S. A.* of, &c. taylor, the receipt whereof I do hereby acknowledge, and myself therewith paid and satisfied, **have** given, granted, bargained, sold and delivered, and by these presents **do** fully and absolutely give, grant, bargain, sell and deliver unto the said *S. A.* his executors, administrators and assigns, **all** and every the goods, wares, household-stuff, utensils, implements and things hereafter particularly mentioned and expressed, which are remaining

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maining and being in the said S. A.'s possession and custody (that is to say,) [*set forth the goods.*] And all my right, title, interest, benefit, profit, property, claim and demand of, in or to the said goods, wares, household-stuff, implements and things, and every part and parcel thereof; to have and to hold the said goods, wares, household-stuff, implements and things, and every part and parcel thereof, unto the said S. A. his executors, administrators and assigns, as his and their own proper goods and chattels, to his and their own proper use and behoof for ever. And I the said C. G. for my self, my executors and administrators, and for every of them do covenant, promise and agree to and with the said G. A. his executors, administrators and assigns, and to and with every of them, by these presents, That he the said S. A. his executors, administrators and assigns, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said goods, wares, commodities, household-stuff, implements and things, and every part and parcel thereof, to his and their own proper use and behoof, without any lett, suit, trouble, denial, hindrance, interruption, claim or demand whatsoever of me the said C. G. my executors, administrators or assigns, or of or by any other person or persons whatsoever, claiming or to claim by, from or under me, them, or any of them. In witness whereof I the said C. G. have hereunto set my hand and seal, the ——— day of, &c.

*Sealed and delivered, being  
first stamped with a tre-  
ble six-penny stamp, in  
the presence of*

*If the bargain and sale be only a security for payment of  
money, you add this proviso before the In witness.*

" **Provided nebertheless,** That if I the said C. G.  
my executors, administrators or assigns, shall and do  
on or before the — day of — next well and truly  
pay or cause to be paid unto the said S. A. his execu-  
tors, administrators or assigns, the sum of — of law-  
ful

“ ful money of *Great Britain*; then this bargain and  
 “ sale, and every matter and thing therein contained,  
 “ to be void and of no effect, or else to be and remain  
 “ in full force. *In witness, &c.*”

*A bargain and sale to make a tenant to the  
 præcipe for suffering a common recovery.*

**T**HIS indenture tripartite, made, &c. between  
*D. C.* of, &c. and *R.* his wife, of the first part,  
*E. C.* of, &c. of the second part, and *A. B.* of, &c. of  
 the third part, witnesseth, That for and in considera-  
 tion of the sum of 500 *l.* of lawful money of *Great  
 Britain* to the said *D. C.* and *R.* his wife, or one of  
 them in hand paid by the said *E. C.* at or before the  
 sealing and delivery of these presents, in full for the  
 absolute purchase of the lands and hereditaments herein  
 after mentioned and intended to be hereby granted, bar-  
 gained and sold; the receipt of which said sum of  
 500 *l.* they the said *D. C.* and *R.* his wife do hereby  
 acknowledge and thereof, and of every part and parcel  
 thereof, do, and each of them doth hereby acquit, re-  
 lease and discharge the said *E. C.* his heirs, executors,  
 administrators and assigns by these presents; they the  
 said *D. C.* and *R.* his wife, have, and each of them  
 hath granted, bargained and sold, and by these presents  
 do, and each of them doth grant, bargain and sell un-  
 to the said *E. C.* his heirs and assigns, all that one  
 yard-land, and an half yard-land with the appurte-  
 nances, lying and being in the fields, precincts and li-  
 berties of —, or some of them, in the county of —,  
 formerly in the possession or occupation of —, and  
 now in the tenure of —, which one yard-land, and  
 an half of one yard-land, or the greatest part thereof,  
 was long since part of five yard lands, called or known  
 by the name of — farm, and is particularly expressed  
 in a schedule annexed to a certain indenture, purport-  
 ing to be a deed of feoffment, executed with livery and  
 seisin, bearing date the — day of — in the —  
 year of our Lord —, made between *W. C.* of —  
 aforesaid, esq; of the one part, and *W. C.* of —  
 aforesaid, yeoman, on the other part, together with all

and all manner of hades, mears, furrows, baulks, ways, waters and water-courses, bushes, furze, heaths, commons and common of pasture for one yard-land and an half whatsoever, with their and every of their appurtenances unto the said premisses belonging, or in any wise appertaining, or therewithal used, occupied or enjoyed, or accepted, reputed, taken or known to be as any part, parcel or member thereof, or belonging thereunto, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premisses; and also, all the estate, right, title, interest, trust, equity and power of redemption, property, claim and demand whatsoever both in law and equity, of them the said *D. C.* and *R.* his wife, of, in, unto or out of the said lands, hereditaments and premisses, or any part or parcel thereof, and all deeds, writings and evidences touching or concerning the said premisses alone, or any part or parts thereof only, which he the said *D. C.* hath in his custody or power, or can come by, without suit in law or equity; and also true copies of all such other deeds, writings and evidences as touch or concern the said premisses or any part thereof, together with other things (such copies to be taken at the costs and charges of the said *E. C.* his heirs, executors, administrators or assigns) **to have and to hold** the said one yard-land, and one half of one yard-land, hereditaments, and all and singular the premisses herein before mentioned and intended to be hereby granted, bargained, and sold with their and every of their appurtenances, unto the said *E. C.* his heirs and assigns, to the only use and behoof of the said *E. C.* his heirs and assigns for ever; **And** to the intent, That the said *E. C.* and his heirs may further and better become and may be more perfect tenant or tenants of the freehold of the said lands, hereditaments and premisses herein before mentioned to be hereby granted, bargained and sold, that so one or more good and perfect common recovery or recoveries in the nature of a common recovery for assurance of lands and hereditaments, shall and may be suffered and perfected thereof, and of every part or parcel thereof, before the end of *Michaelmas* term next ensuing the date hereof; **And**  
for

for that end and purpose it is hereby declared and agreed by and between all and every the said parties to these presents, That it shall and may be lawful to and for the said *A. B.* or his heirs, (at the costs and charges of the said *E. C.* his heirs or assigns) before the end of *Michaelmas* term aforesaid, to sue forth and prosecute out of the high court of Chancery, one or more writ or writs of entry *sur disseisin en le poſt*, returnable before his Majesty's said justices of the court of Common pleas at *Westminster*, whereby the said *A. B.* or his heirs, shall demand against the said *E. C.* or his heirs, as tenant or tenants, the said lands, hereditaments and premisses by such apt and convenient name and names, and other descriptions, as shall be thought convenient to ascertain the same; to which said writ or writs the said *E. C.* or his heirs shall appear *gratis* in his or their proper person or persons, and vouch over to warranty the said *D. C.* and *R.* his wife, who shall also appear *gratis* in their proper persons and enter into warranty, and vouch over to warrantry the common vouchee of the said court, who shall also appear and imparl; and after imparlance make default, and depart in contempt of the court, so as one or more judgment or judgments shall or may be theretupon had for the said *A. B.* or his heirs, to recover the said lands, hereditaments and premisses against the said *E. C.* or his heirs, and for the said *E. C.* or his heirs, to recover over in value against the said *D. C.* and *R.* his wife; and for the said *D. C.* and *R.* his wife to recover over in value against the said common vouchee of the said court; and that all other matters and things needful and necessary for the perfecting and finishing of a common recovery with double voucher may be thereupon had, done, executed, suffered and perfected, before the end of *Michaelmas* term aforesaid: Which said recovery or recoveries, so as aforesaid covenanted to be suffered, and all and every other common recovery and recoveries, fine and fines, feoffments, conveyances and assurances heretofore had, made, levied, executed, suffered and perfected, or hereafter to be had, made, levied, executed, suffered and perfected of the premisses or any part thereof, either by or between the said parties to these presents, or any of them,



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them, or whereunto they or any of them, are or shall be parties or privy, shall, from and after the suffering such recovery so intended to be suffered as aforesaid, be and enure, and shall be construed, adjudged, deemed, had and taken to be and enure, and was and were meant and intended, and by all the said parties to these presents are hereby declared to be and enure, from after the suffering of such recovery intended to be suffered, as aforesaid, to the only proper use and behoof of the said E. C. his heirs and assigns for ever; and to and for no other use, intent or purpose whatsoever. **In witness,**  
&c.

*A conveyance by bargain and sale of an advowson from the heir of the mortgagee on the mortgage money being paid to the executrix of the mortgagee.*

**THIS** indenture quadripartite, made, &c. between R. R. of Gray's Inn in the county of Middlesex, gent. nephew and heir of R. F. late of Gray's Inn aforesaid, esq; deceased, of the first part, A. S. of the parish of St. Andrew Holborn in the said county of Middlesex, widow, the sole acting executrix of the last will and testament of the said R. F. of the 2d part, J. T. rector of Brancepeth in the county palatine of Durham, clerk, of the 3d part, and A. W. of the parish of St. Margaret Westminster in the said county of Middlesex, widow, of the fourth part: **Whereas** by an indenture tripartite, inrolled in the high court of Chancery, bearing date the — day of — in the year of our Lord — made, or mentioned to be made, between W. F. of, &c. and T. S. of, &c. esqrs, of the first part, the said R. F. of the second part, and the said J. T. of the third part, the said W. F. and T. S. in consideration of the sum of 860 *l.* to them then in hand paid by the said R. F. by the direction and appointment of the said J. T. did grant, bargain and sell unto the said R. F. his heirs and assigns, *all that* the advowson, donation, presentation, patronage, right of patronage, and free

free disposition of the parish church of *Branspith*, alias *Brancepeth* in the said county palatine of *Durham*, with all profits and appurtenances whatsoever to the same in any manner belonging or appertaining ; to hold the said advowson, donation, presentation, patronage, right of patronage, and free disposition of the said church, and all the premisses thereby granted, with their appurtenances, unto and to the use of the said *R. F.* his heirs and assigns for ever : **In which indenture** there is contained a proviso, and the said *R. F.* for himself, his heirs and assigns, did thereby covenant and agree to and with the said *J. T.* that if he the said *J. T.* should pay unto the said *R. F.* his heirs, executors, administrators or assigns, the sum of 911 *l.* 12 *s.* upon several days therein mentioned for payment thereof and long since past ; then the said *R. F.* his heirs and assigns would grant and convey unto the said *J. T.* his heirs and assigns, the said advowson, donation, presentation, patronage, right of patronage and free disposition of the said parish church, with all profits and appurtenances to the same belonging, as by the said indenture tripartite, relation being thereunto had, may appear : **And whereas** the said *R. F.* died some time since, having made his last will and testament in writing, and the said *A. S.* his residuary legatee, and thereof constituted the said *A. S.* and others, executors ; but the said *A. S.* only proved the same will and acted in the executorship ; and as residuary legatee and acting executrix she became intitled to the residue of the principal and interest money secured by the said recited indenture, as was not paid to the said *R. F.* in his life-time. **And whereas** the said *R. R.* is nephew and heir at law to the said *R. F.* and by payments made by the said *J. T.* to the said *R. F.* in his life-time, and since his death to the said *A. S.* all principal and interest, secured by the said recited indenture are fully satisfied, and proper receipts have been given for the same : **Now this indenture witnesseth**, That the said *A. S.* doth hereby acknowledge and declare, that the said *R. F.* in his life-time, and she the said *A. S.* since his death, have at several times had and received of and from the said *J. T.* all principal and interest money secured by the said recited

cited indenture, and thereof and therefrom doth acquit and release the said *J. T.* his heirs, executors, administrators and assigns by these presents : **And this indenture further witnesseth,** That in consideration of the sum of 5 *l.* of lawful money of *Great Britain*, to the said *R. R.* in hand paid by the said *A. W.* at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *R. R.* at the request, and by the direction of the said *A. S.* testified by her being a party to, and sealing and delivery of these presents, and at the nomination, and by the direction of the said *J. T.* testified by his being a party to, and sealing and delivery of these presents, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said *A. W.* and her heirs, **all that** the said advowson, donation, presentation, patronage, right of patronage, and free disposition of the said parish church of *Branspith*, alias *Brancepeth*, in the said county palatine of *Durham*, with all profits and appurtenances whatsoever to the same in any manner belonging or appertaining ; **to have and to hold** the said advowson, donation, presentation, patronage, right of patronage, and free disposition of the said church, and all and singular the premises herein before mentioned, and intended to be hereby granted, bargained and sold, with their appurtenances, unto the said *A. W.* and her heirs for ever, **in trust** nevertheless for the said *J. T.* his heirs and assigns for ever ; and the said *R. R.* for himself, his heirs, executors and administrators, doth covenant and grant to and with the said *A. W.* her heirs and assigns by these presents, That he the said *R. R.* hath not made, done or executed any act, matter or thing, whereby or wherewith the said advowson and premises intended to be hereby granted, bargained and sold, or any part or parts thereof are, or is, or shall or may be any way impeached, charged or incumbered in title, charge, estate or otherwise howsoever. **In witness, &c.**

*A bill,*

*A bill of bottomree.*

**I** All people to whom these presents shall come,  
 I *A. B.* of, &c. owner and master of the ship called, &c. of the burden of 200 tons, now riding at, &c. and bound for, &c. in the *West Indies*, send greeting.  
 Whereas I the said *A. B.* am at this time necessitated to take up upon the adventure of the said ship, called, &c. the sum of 100 *l.* for setting forth the said ship to sea, and furnishing her with provisions for the said voyage, which *C. D.* of, &c. merchant hath on request lent to me, and supplied me with, at the rate of 20 *l.* for the said 100 *l.* during the said voyage: **Now know ye**, That I the said *A. B.* do by these presents, for me, my executors and administrators covenant and grant to and with the said *C. D.* that the said ship shall with the first fair wind after the day, &c. depart from the river *Thames*, and shall, as wind and weather shall serve, proceed in her voyage to, &c. in the *West Indies*, and having there tarried until, &c. and the opportunity of a convoy, or being sooner dispatched (which shall first happen) shall return from thence, and shall, as wind and weather shall serve, directly sail back to the river *Thames*, to finish her said voyage; **And** I the said *A. B.* in consideration of the said sum of 100 *l.* to me in hand paid by the said *C. D.* at and before the sealing and delivery of these presents, do hereby bind myself, my heirs, executors and administrators, my goods and chattels, and particularly the said ship with the freight, tackle and apparel of the same, to pay unto the said *C. D.* his executors, administrators or assigns, the sum of 120 *l.* of lawful *British* money within 21 days next after the return and safe arrival of the said ship in the said river of *Thames*, from the said intended voyage: **And** I the said *A. B.* do for me, my executors and administrators, covenant and grant to and with the said *C. D.* his executors and administrators, by these presents, That I the said *A. B.* at the time of the sealing and delivery of these presents, am true and lawful owner and master of the said ship, and have power and authority to charge and engage the said ship as aforesaid

and that the said ship shall at all times after the said voyage be liable and chargeable with the payment of the said 120 *l.* according to the true intent and meaning of these presents: **And lastly**, It is hereby declared and agreed by and between the said parties to these presents, that in case the said ship shall be lost, miscarry or be cast away before her next arrival in the said river of *Thames*, from the said intended voyage, that then the said payment of the said 120 *l.* shall not be demanded or be recoverable by the said *C. D.* his executors, administrators or assigns, but shall cease and determine, and the loss thereby be wholly born and sustained by the said *C. D.* his executors and administrators, and that then and from thenceforth every act, matter and thing herein contained on the part and behalf of the said *A. B.* shall be void; any thing herein contained to the contrary notwithstanding. **In witness**, &c.

*A charter-party of affreightment.*

**THIS** charter-party indented of affreightment, made the — day of — in the year of our Lord — and in the — year of King *George* the second, between *T. B.* of — mariner, master and part-owner of the good pink or vessel called the *George* and *Wrench* of — of the burden of 80 tons or thereabouts, now riding in the port of *Portsmouth* of the one part, and *R. M.* of *G.* merchant, on the other part, **Witnesseth**, That the said *T. B.* hath granted and letten to freight, and by these presents doth grant and let to freight, the said pink unto the said *R. M.* by the month, for and during the space of 3 months; to be accounted from the day of the date of these presents, at and for the rate and price of 33 *l.* per month, and for such and so long time after the 3 months, (not exceeding 1 month more) as it shall please the said *R. M.* his factors or assigns, to keep the said pink in his service and employment, at and after the rate or like sum of 33 *l.* per month, and so after the same rate and price for a lesser time than a month, accounting the months as they shall fall out in the kalendar: **And** that the said merchant hath accordingly hired and taken the said pink



pink by the month, at and after the rate and price  
aforesaid, for a voyage, by God's assistance, to be made  
with her, as is hereafter mentioned, that is to say, from  
the said port of *Portsmouth* unto the port or city of  
*Bourdeaux* in the realm of *France*, and from thence to  
the port and city of *London*, or else to the port of *Rot-  
terdam* in *Holland*; at one of which ports the said pink  
is to end her voyage: And the said *T. B.* for himself,  
his executors and administrators, doth covenant and  
agree to and with the said *R. M.* his executors, admin-  
istrators and assigns, by these presents, That the said  
pink upon or before the said — of — shall be ready  
to lade, receive and take into her all such goods, mer-  
chandizes and lading, which she may conveniently stow  
and carry in her, over and above her victual, tackle  
and apparel, as the said merchant, his factors or assigns  
shall think fit to lade into and aboard her; and being  
so laden, with the first fair wind and weather that God  
shall send, and as the same will permit (the perils and  
dangers of the seas excepted) shall directly sail and ap-  
ply unto the said port and city of *Bourdeaux*, and  
there with all convenient speed and dispatch shall and  
will as well unlade and deliver all her said cargo to  
the factors or assigns of the said *R. M.* as also relade  
and take in and aboard the said pink all such goods  
and merchandizes as the said *R. M.* his factors or as-  
signs shall think fit to relade aboard her, that is to say,  
so much as she may conveniently stow and carry over  
and above her victual, tackle and apparel: And that  
the said pink after her relading, with the first fair  
wind and weather that shall present (the perils and  
dangers of the seas excepted) shall and will sail from  
the port of *Bourdeaux*, and come to the said port of  
*Portsmouth*, and there abide until he the said master  
shall receive orders and directions from the said *R. M.*  
for the further prosecution of the said intended voy-  
age: And that after receipt of such orders the said pink  
shall and will also the first fair wind and weather (the  
dangers of the seas excepted) forthwith sail from  
*Portsmouth* aforesaid, and directly apply to such of the  
said ports of *London* or *Rotterdam*, as the said orders  
shall mention and appoint, and there shall unlade, and  
make

make a right and full discharge of her said cargo or lading to the said *R. M.* his factors or assigns: **And** further, That the said pink, at the time of her departure from the said port of *Portsmouth* outward bound shall be strong and staunch, and well and sufficiently tackled, furnished, apparelled and manned for such a voyage, which men, or so many of them as shall be requisite, shall be ready at all time and times with the boat of the said pink, to serve and carry the said merchant's goods and merchandizes, according to custom, to and from land during the said voyage: **And** the said *R. M.* for himself, his executors and administrators, doth covenant and grant to and with the said *T. B.* his executors, administrators and assigns, by these presents, That he the said *R. M.* his factors or assigns shall and will permit and suffer the said pink to be discharged from and out of her said intended employment at the expiration of 4 months (at the farthest) to be accounted from the time of entering into monthly pay, as aforesaid: **And also**, That the said *R. M.* his executors, administrators or assigns, shall and will well and truly pay or cause to be paid unto the said *T. B.* his executors, administrators and assigns for the freight of the said pink for the said intended voyage, at and after the rate of 33 *l.* of lawful money of *Great Britain* monthly, (to be accounted as aforesaid by the *Calendar*) for every month that the said pink shall remain in the service and employment of the said merchant, his factors or assigns, by virtue of these presents, and after the same rate for a shorter time than a month, that is to say, from the time of the said pink's entrance into her monthly pay, as aforesaid, until the time of her discharge from and out of her said employment: **And** that all the monies, which at and after the rate aforesaid shall arise and grow due to be paid for the freight of the said pink for her said intended voyage, shall be well and truly paid to the said *T. B.* his executors, administrators and assigns, in manner and form following, that is to say, the sum of 33 *l.* part thereof, at the delivery of her lading at the said port of *Bordeaux*; 33 *l.* more, part thereof, at the delivery of her lading at the said port of *London* or *Rotterdam*, and

and the rest and residue of the said money or freight at *Gosport* aforesaid, within 1 month after the discharge of the pink from and out of the said employment: **And** further, That all such port-charges, as shall arise and grow due to be paid during the said voyage, shall be paid, born and sustained by the said *R. M.* his executors, administrators and assigns: **And** for the true performance of all and singular the covenants, grants, articles and agreements herein before contained by and on part and behalf of the said *T. B.* his executors and administrators to be done and performed, as is aforesaid, the said *T. B.* binds himself, his executors and administrators, and especially the said pink, with her tackle, apparel and furniture, unto the said *R. M.* his executors, administrators and assigns, in the penal sum of 200 *l.* of lawful money of *Great Britain* to be well and truly paid unto the said *R. M.* his executors, administrators and assigns, upon the non-performance or non-observance of any of the said covenants and agreements on his part to be done and performed, according to the intent and true meaning of these presents: **And** likewise for the true performance of all and singular the covenants, articles, payments and agreements herein before contained by and on the part and behalf of the said *R. M.* his executors, administrators and assigns, to be paid and performed, as is aforesaid, the said *R. M.* binds himself, his executors and administrators, and especially the said goods and merchandizes, unto the said *T. B.* his executors, administrators and assigns in the penal sum of 200 *l.* of like lawful money, to be well and truly paid to the said *T. B.* his executors, administrators and assigns, upon the non-performance or non-payment of any of the said covenants, agreements and payments on his part to be paid, done and performed, according to the true intent and meaning of these presents. **In witness,** &c.

*Sealed, &c.*

*A Charterparty of affreightment.*

**T**HIS charterparty of affreightment indented and made the, &c. Between M. H. master of the ship K. burthen — tuns, or thereabouts, now in the river of T. of the one part, and messieurs C. and Y. of London, merchants and copartners, of the other part, witnesseth, That the said master hath letten, and the said merchants hired, the said ship for a voyage on the terms following: **F**irst, the said master, for himself, his executors and administrators, doth covenant, promise and agree, to and with the said merchants, their executors, administrators and assigns, by these presents, that the said ship being tight, staunch and strong, and well mann'd, tackled and provided fit for merchants service, shall on or before the — depart out of the river of *Thames* with all such goods and merchandizes as the said merchants, their factors or assigns, shall think fit to load and put on board her, not exceeding what she may reasonably stow and carry in her, over and above her tackle, apparel and furniture; and therewith directly, as wind and weather will permit, sail and proceed to *Vigo*, or so near thereunto as she may safely come; and there stay 40 running days, if not sooner dispatched, not only to unload and deliver to the said merchants, their factors or assigns, all such goods and merchandizes as shall have been by him or them loaden on board the said ship at *London*; but also to reload, receive and take on board her from the said merchants, their factors or assigns, a full and compleat loading of wines, and therewith directly, as wind and weather will permit, sail and return to this port of *London*, and here stay 14 days, if not discharged, to unload and deliver to the said merchants, their factors or assigns, all such wines as shall have been by them or either of them loaden on board the said ship at *Vigo* aforesaid, and so end her voyage, (the perils and dangers of the seas, and restraint of princes and rulers, during the said voyage always excepted). But if the said merchants, their factors or assigns, should within 10 days after the said ship's arrival at *Vigo*, order the

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said

said ship to proceed to *Oporto*, in that case the said master shall directly, as wind and weather will permit, proceed thither, and there deliver to the said merchants, their factors or assigns, all the goods loaden on board her at *London*; and then reload, receive and take on board her a full and compleat loading of wines, and that within 40 running days, inclusive of the days that the said ship shall have staid at *Vigo*, and then proceed back to *London*, and make delivery of her said loading of wines in manner as aforesaid, and so end her voyage; In consideration whereof the said merchants for themselves, their executors and administrators, do jointly covenant, promise and agree, to and with the said master, his executors, administrators and assigns, by these presents, that they the said merchants, their factors or assigns, shall and will not only dispatch the said ship at *London*, and at *Vigo* or *Oporto* unload, and fully reload the said ship with wines, and unload and discharge the said ship at *London*; and that in manner, and within the several days and times therefore above limited, or days of demorage hereafter mentioned; but also shall and will well and truly pay or cause to be paid unto the said master, his executors or assigns, in full for the freight and hire of the said ship, for the said voyage in this manner, (*viz.*) if the said ship should deliver at *Vigo*, and reload there back for *London*, then the freight to be at and after the rate of 40*s.* of lawful money of *Great Britain*, per tun; but if the said ship should deliver at *Oporto*, and reload there back for *London*, then the freight to be at and after the rate of 45*s.* per tun, of like lawful Money of *Great Britain*, for every tun of wine that shall be loaden on board the said ship at *Vigo* or *Oporto*, and redelivered out of her at *London*, and so proportionably for a lesser quantity than a tun, accounting pipes or 4 hogsheads of wine to a tun, together with primage and average as accustomed; and 2 thirds parts of all port charges and pilotage that shall accrue during all the said voyage, to be paid at every port where the same shall arise; the aforesaid freight to be paid in this manner, (*viz.*) 100 milreas, of the value thereof, to become due and be paid upon the delivery of the said ships outward cargo, and the

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## Deed of Composition. 75

remainder upon the said ship's unloading and right delivery at *London*; and further, the said merchants do consent and agree to load as many hogsheads of wine as shall be necessary for the conveniency of stowage. **And lastly**, it is mutually agreed between the said parties, that if the said vessel should proceed directly from *London* to *Oporto* and there load and return to *London*, then the freight to be only 40*s.* sterling per tun, with primage, average, pilotage, and port charges as above-mentioned, and to lay 30 running days for the doing thereof. **Provided always**, that it shall be lawful for the said merchants, their factors or assigns, to keep the said ship on demorage at her loading and delivery ports by the space of 14 days at each place, besides the days above limited for her stay at the same or so many of them as need shall require, they paying to the said master, his executors or assigns, for every day of such detention, the sum or value of 20*s.* sterling *per diem*, day by day, as the same shall grow due, any thing aforesaid to the contrary notwithstanding: **And** to the true performance hereof the said parties to these presents bind themselves, their executors and administrators, especially the said master, his said ship, her freight and appurtenances, and the said merchants, their goods to be loaden on board her, each to the other, in the penal sum of 200*l.* of lawful money of *Great Britain*, firmly by these presents. **In witness** whereof they have hereunto interchangeably set, &c.

### *A deed of composition or release.*

**I**D all christian people, to whom these presents shall come, we whose names and seals are hereunto subscribed and affixed, creditors of *W. S.* late of *P. &c.* send greeting. **Whereas** the said *W. S.* at this present time doth stand indebted and justly oweth unto us the said creditors divers sums of money, which by reason of great losses he is become unable to pay, but hath proposed to pay to each and every of us, one half part of our respective debts, *viz.* 10*s.* for every 20*s.* so due to us, as aforesaid, and so proportionably for a greater or lesser sum: **Know ye therefore**, That

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## 76 Declaration of a Trust.

we the creditors aforesaid, in consideration that the said *W. S.* hath the day of the date hereof paid to us severally the several sums of money subscribed in figures against our respective names and seals, in full satisfaction of our said debts and demands, ~~have~~ and each and every of us ~~hath~~ remised, released and for ever quit claimed unto the said *W. S.* and by these presents ~~do~~, and each and every of us ~~doth~~ remise, release and for ever quit-claim unto the said *W. S.* his heirs, executors and administrators, all and all manner of action and actions, cause and causes of action, suits, bills, bonds, writings obligatory, debts, dues, duties, accounts, sum and sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever, both in law or equity, or otherwise howsoever, which against the said *W. S.* we or any of us ever had, and which we or any of us, our or any of our heirs, executors and administrators, shall or may have, claim, challenge or demand for or by reason or means of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date hereof. In witness whereof, we the said creditors have herunto severally set our hands and seals, this — day of — in the — year, &c.

*Sealed and delivered, &c.*

## Declaration of a trust.

**T**HIS indenture made, &c. Between *T. C.* of, &c. esq; of the one part, and *E. B.* of, &c. esq; of the other part. Whereas *T. C.* late of, &c. esq; deceased, in his life-time, and at the time of his decease, was seised to him and his heirs (*inter alia*) of a certain annual rent of 3*l.* 15*s.* 4*d.* issuing and payable out of certain lands in — aforesaid, (now the estate of him the said *E. B.*) and some time before his decease did make his last will and testament in writing, and thereby devised his said estate to be sold for the payment of his debts, and other the purposes therein charged: And whereas, on or about the — day of — in the — year of, &c. upon the Hearing of a cause in the high court of Chancery, be-  
tween

## Declaration of a Trust. 77

tween *T. C. W. C.* and *H. C.* children of *W. C.* deceased, plaintiffs, and *J. M.* esq; and *A. C.* and others, defendants, it was pursuant to the will aforesaid ordered and decreed, That the said rent-charge of 3 *l.* 15 *s.* 4 *d.* and other the estate of him the said *T. C.* the testator, should be sold to the best purchaser that could be got for the same, to be allowed by Sir *Thomas Gray*, knt. one of the masters of the said court of Chancery, in which sale the heir at law to the said testator, and all proper parties were to join: **And** whereas the said *E. B.* party hereto, desiring to purchase in the aforesaid rent of 3 *l.* 15 *s.* 4 *d.* issuing out his estate, as aforesaid, did by the said *T. C.* party hereto, bid before the said master for the same, and was allowed the best purchaser for the sum of 90 *l.* but by mistake in drawing up the report for allowing the said *E. B.* the best purchaser, as was intended, the said *T. C.* party hereto, is allowed the best purchaser thereof, no notice in such report being taken of the said *E. B.* or that the name of the said *T. C.* party hereto, was made use of, or in trust for him the said *E. B.* **Now these presents witness,** That to prevent any questions or disputes that may hereafter arise touching or concerning the said *T. C.* party hereto, being allowed the best purchaser, as aforesaid, he the said *T. C.* party hereto, doth hereby freely and voluntarily acknowledge and declare, that his name being made use of in the said report, or he being therein allowed the best purchaser, as aforesaid, was only in trust, to and for the only benefit of him the said *E. B.* party hereto, his heirs and assigns, and to and for no other use, Intent or purpose whatsoever; the purchase being made with the proper money of him the said *E. B.* **And** therefore he the said *T. C.* party hereto, doth by these presents freely and absolutely disclaim any interest, title, claim or demand in his own right, to all or any part of the rent-charge aforesaid: **And** the said *T. C.* party hereto, for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and agree, to and with the said *E. B.* his heirs and assigns by these presents, that he the said *E. B.* his heirs and assigns shall or law-

fully may, at all times hereafter, freely and quietly hold and enjoy the said rent and premisses whereout the same doth issue, without any hindrance or molestation whatsoever of him the said *T. C.* his heirs or assigns, or any other person or persons claiming or to claim by, from or under him; and that he the said *T. C.* party hereto hath not done any act to charge or incumber the same; **And moreover** also, that he the said *T. C.* and his heirs, and every other person now or hereafter, either in law or equity, having or lawfully claiming any estate under him in the rent-charge aforesaid, shall and will at any time or times hereafter, at and upon the reasonable request and proper costs and charges in the law of the said *E. B.* his heirs or assigns, do, make and execute all and every such further and other reasonable act and acts, thing and things, assurances and conveyances in the law whatsoever, for the better securing the rent charge aforesaid to the said *E. B.* his heirs and assigns, as by the said *E. B.* his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised and required. **In witness,** &c.

*Defeazance on a bond and judgment.*

**T**HIS indenture made, &c. Between *W. K.* of, &c. esq; of the one part, and *R. A.* citizen and goldsmith of *London* of the other part. **Whereas** the said *R. A.* in and by one bond or obligation bearing even date herewith, became bound unto the said *W. K.* in the penal sum of 600 *l.* of lawful money of *Great Britain*, conditioned for the payment of the sum of 300 *l.* of like money unto the said *W. K.* his executors, administrators or assigns, on the — day of — now next ensuing, together with lawful interest for the same from the — day of — next following the date of the said bond, as by the said obligation and condition thereof (relation being thereunto had) may more fully appear: **And whereas** the said *R. A.* by a certain warrant of attorney under his hand and seal duly executed, likewise bearing equal date herewith, directed to *A. B.* gent. or other attornies of his majesty's court of *King's Bench*, authorized and warranted the said  
A. B.

*A. B.* Gent. or other attornies therein named, to appear for him the said *R. A.* and confess or otherwise suffer a judgment to pass against him for 600 *l.* debt, together with costs, to be forthwith entered up against him on record, as of *Trinity* term or *Michaelmas* term next, or any subsequent term, at the suit of the said *W. K.* as by the said warrant of attorney, (reference being thereunto had) may appear: **Nevertheless** it was upon giving the said securities agreed by and between the said parties hereto, That execution upon such judgment should be said till after the — day of — next ensuing the date hereof: **Now these presents witness**, and the said *W. K.* in pursuance of the said agreement, and for divers other good causes and considerations him thereunto moving, **Doth** hereby for himself, his executors, administrators and assigns, covenant, promise and agree to and with the said *R. A.* his heirs, executors and administrators, that if the said *R. A.* his heirs, executors or administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said *W. K.* his executors, administrators or assigns, the said sum of 300 *l.* of lawful money on the said — day of — now next ensuing, together with lawful interest for the same, from the — day of — next following the date hereof, according to the true intent and meaning of these presents, then the said recited bond shall be utterly void and of none effect, and shall be delivered up by the said *W. K.* his executors, administrators or assigns to be cancelled; and the said judgment shall also be thereupon utterly void, and the said *W. K.* his executors, administrators or assigns, shall upon the request, and at the costs and charges of the said *R. A.* his heirs, executors or administrators, give and execute a sufficient warrant of attorney for acknowledging satisfaction upon record of and for the said judgment; **and** that in the mean time the said *W. K.* his executors, administrators or assigns, shall not, nor will sue, prosecute or molest the said *R. A.* his heirs, executors or administrators, in any court of law or equity upon the said recited bond, nor sue forth any manner of execution upon the said judgment against the said *R. A.* his



heirs, executors or administrators, nor against his or their goods or chattels, lands or tenements, until default shall be made in payment of the said sum of 300*l.* and interest, as herein before is expressed, contrary to the true intent and meaning hereof: But if default shall be made in payment of the said sum of 300*l.* together with lawful interest for the same from the said — day of — next, or any part thereof, at the day or time of payment above limited, contrary to the true intent and meaning of these presents; then it is mutually agreed between the said parties, and so hereby declared to be their true intent and meaning, That the said recited obligation and judgment shall in such case remain and continue in full force and effect, as if these presents had never been made: And that the said *W. K.* his executors, administrators or assigns, shall or may be at liberty to take his or their due course in law thereupon in that behalf provided. *In witness, &c.*

*A defeazance on a statute-staple.*

**T**HIS indenture made the — day of — in the — year of the reign of our sovereign — by the grace of God of *England, Scotland, France and Ireland,* — defender of the faith, &c. *annoque domini* — Between *R. F.* of *Gray's Inn* in the county of *Middlesex*, esq; of the one part, and *L. W.* of *R.* in the county of *York*, esq; of the other part, witnesseth, That whereas the said *L. W.* by one writing obligatory or recognizance in the nature of a statute-staple, bearing the date hereof, made according to the statutes in that case provided and set forth for the recovery of debts, sealed, taken and acknowledged before *Sir Thomas Trevor*, knt. lord chief justice of his majesty's court of Common Bench at *Westminster*, stands bound to the said *R. F.* in the sum of 2000*l.* of lawful money of *Great Britain*, as by the same writing or recognizance appeareth: Nevertheless it is agreed between the said parties, and this indenture witnesseth, That the said *R. F.* is contented and pleased, and by these presents, for him, his executors, administrators and assigns, doth covenant, promise and agree

## Deceazances.

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agree to and with the said *L. W.* his heirs, executors and administrators in manner and form following, that is to say, That if the said *L. W.* his heirs, executors, and administrators, any or either of them do, doth and shall from time to time, and at all times hereafter, during the natural life of *A. S.* widow, (niece of him the said *R. F.*) well and truly pay or cause to be paid unto the said *R. F.* his executors or assigns, some or one of them, the annuity or yearly sum of 100 *l.* of lawful money of *Great Britain*, by quarterly payments in each year, at the four most usual Feasts or days of payment in the year, that is to say, the feast of the annunciation of the blessed virgin *Mary*, the nativity of *St. John Baptist*, the feast of *St. Michael* the arch-angel, and the birth of our Lord and Saviour *Jesus Christ*, by equal portions, without any deduction, defalcation or abatement whatsoever, thereout at any time or times to be made of, for or in respect of any parliamentary or other tax or taxes, assessment or assessments, levies, rates or impositions ordinary or extraordinary, and other charges whatsoever; the first of the said quarterly payments (free of all taxes and charges as aforesaid) to be made at or upon the feast-day of the annunciation of the blessed virgin *Mary*, now next ensuing the date of these presents; and the said quarterly payments thenceforth to be continued for and during the natural life of the said *A. S.* without fraud or delay; then the said writing or recognizance of 2000 *l.* shall be utterly void, and of none effect, although the same had never been made. In witness whereof, the parties to these presents have thereunto mutually set their hands and seals the day and year first abovewritten.

*Scaled and delivered, &c.*

*A deceazance to a statute-staple, that it shall be void on performance of covenants in an indenture.*

**THIS** indenture made &c. Between *J. C.* of &c. of the one part, &c. and *E. C.* of, &c. widow and relict of *S. C.* deceased, late elder brother of the said

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*J. C*

*J. C.* of the other part. Whereas the said *J. C.* by one recognizance or writing obligatory in nature of a statute-staple, bearing even date herewith, taken and acknowledged before the right honourable Sir *T. Trevor*, lord ch. just. of his majesty's court of Common Pleas at *Westminster*, is holden and firmly bound to the said *E. C.* in the sum of 600 *l.* payable as by the said recognizance or writing obligatory may appear: Now this Indenture witnesseth, That the said *E. C.* doth by these presents, for herself, her heirs, executors, administrators and assigns, covenant, promise, grant and agree, to and with the said *J. C.* his heirs, executors, administrators and assigns, that if he the said *J. C.* his heirs, executors, administrators and assigns, and every of them, do and shall well and truly observe, perform, fulfil and keep all and singular the payments, covenants, grants, promises and agreements, which on his and their parts and behalfs are or ought to be made, observed, performed, fulfilled and kept, specified and contained in one indenture bearing date, &c. made or mentioned to be made between the said *J. C.* of the one part, and the said *E. E.* of the other part, then the said recognizance or writing obligatory shall be void and of no effect to all intents and purposes. In witness, &c.

*A defeazance for re-surrendering copyhold land, on payment of 600 l. and interest.*

THIS indenture made the — day of — in the year of our Lord — between *G. N.* of, &c. of the one part, and *W. R.* of, &c. esq. of the other part. Whereas the said *W. R.* in and by one bond or obligation, bearing date the — day of — last past, before the day of the date of these presents, became bound unto the said *G. N.* in the penal sum of 1200 *l.* with condition thereunder written to be void, if the said *W. R.* his heirs, executors, administrators or assigns, or any of them, should pay or cause to be paid unto the said *G. N.* his executors, administrators or assigns, or any of them, the sum of 600 *l.* of lawful Money of Great Britain, at or before the — day

day of — next ensuing the date hereof, together with lawful consideration then due for the same, as in and by the said recited bond or obligation, signed and sealed by the said *W. R.* relation being thereunto had, more fully may appear : **And whereas** the said *G. N.* by virtue of a surrender made, or mentioned to be made, the said — day of — last past, by the said *W. R. R. S. gent. J. H. gent. J. F. widow, W. D. merchant, and E. his wife, A. F. daughter of the said J. and H. B. gent. and D. his wife,* was admitted unto divers copyhold messuages, lands, tenements, and hereditaments, situate, lying and being in *Bondgate in Darlington* in the county palatine of *Durham*, and herein particularly mentioned, *viz.* one close, called *Humerfnot-Close*, in two closes divided, containing by estimation thirty acres of land, more or less ; and also one other close, called *Calves-Close*, containing by estimation five acres of land, more or less, together with all houses and buildings thereupon built ; and also one other close, called *Cowfield*, alias *Cowland*, parcel of four oxgangs and a half of land, with the appurtenances in *Darlington* aforesaid ; and also one other close, called *Netherhill-Close*, with the appurtenances, in the territories of *Darlington* aforesaid ; **to hold** unto the said *G. N.* and his sequels in right, according to the custom of the said court ; **Upon condition**, That if the said *W. R.* his heirs, executors, administrators or assigns, or any of them, should well and truly pay or cause to be paid, unto the said *G. N.* his executors, administrators or assigns, or any of them, the said sum of 600 *l.* at or before the said 10th day of *May* next ensuing, together with lawful consideration then due for the same, according to the condition of the said recited bond or obligation ; that then the said *G. N.* and his sequels in right should, at the request, and costs and charges in the law of the said *W. R.* his heirs, sequels in right, or assigns, re-surrender the said premises to the said *W. R.* his heirs, sequels in right, or assigns, free and clear of all incumbrances done and suffered by the said *G. N.* his heirs, sequels in right, or assigns, or any claiming or to claim by, from or under them or any of them, as in and by the said surrender

render and condition, relation being thereunto had, more fully may appear. **And whereas** the said *G. N.* and *W. R.* have agreed, that the said principal sum of 600 *l.* shall be continued at interest upon the said bond and securities, until the 10th day of *May* 1702; any thing in the said recited bond, surrender or condition, to the contrary thereof notwithstanding; and for such longer time as the said *G. N.* and *W. R.* should think fit or convenient upon the agreements herein after mentioned: **Now this indenture witnesseth**, that the said *G. N.* for himself, his sequels *in jure*, heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and agree, to and with the said *W. R.* his heirs, executors, administrators and assigns, that if the said *W. R.* his heirs, executors, administrators or assigns, or any of them, shall and do well and truly pay, or cause to be paid, unto the said *G. N.* his executors, administrators, or assigns, the full sum of 18 *l.* of good and lawful money of *England*, on the 10th day of *May* next ensuing the date hereof, and the sum of 18 *l.* of like good and lawful money of *England*, on the 10th day of *November* next ensuing the date hereof, and the sum of 618 *l.* of like good and lawful money of *England*, on the 10th day of *May*, which shall be in the year of our Lord 1702, without any deduction, defalcation or abatement, for or in respect of any taxes, charges, payments or assessments ordinary or extraordinary, or otherwise howsoever, that then the said *G. N.* his sequels in right shall and will re-surrender, grant and convey the said copyhold premisses, and every part and parcel thereof, to the said *W. R.* his heirs, sequels in right, or assigns, discharged of all incumbrances done or suffered by the said *G. N.* his sequels in right, or assigns, or any claiming or to claim, by, from or under him, them or any of them. **And lastly**, It is further mutually declared and agreed by and between the said parties, that in case the said *G. N.* his heirs, executors, administrators or assigns, should be minded, after the said 10th day of *May* in the year 1702, to call in, or receive the said principal sum of 600 *l.* that then, and in such case, he and they shall and will



will give unto the said *W. R.* his heirs, executors and administrators, 6 months notice of such his or their intentions of receiving the said principal sum of 600*l.* and such interest which shall be due therefore before such time of payment so to be made to him or them. And in case the said *W. R.* his heirs, executors, administrators or assigns, shall be minded, after the said — day of — 1702, to pay in the said principal sum of 600*l.* to the said *G. N.* his executors, administrators or assigns, that then and in such case the said *W. R.* his heirs, executors and administrators, shall and will give unto the said *G. N.* his executors, administrators and assigns, 6 months notice of such his or their intentions of paying the said principal sum of 600*l.* before such time of payment so to be made to him or them; any thing in the said recited bond, surrender or condition before mentioned, to the contrary thereof notwithstanding. In witness whereof the parties to these presents have interchangeably set their hands and seals the day and year first above-written.

*Feoffment in trust by husband and wife, to the use of themselves for life, remainder to their issue, remainder to the heirs of the husband.*

**T**HIS indenture made, &c. between *J. C.* citizen and draper of *London*, and *S.* his wife, lately called *S. S.* spinster, being the daughter of *F. S.* late citizen and girdler of *London*, deceas'd, of the one part, and *J. R.* citizen and scrivener of *London*, and *T. C.* of the parish of *St. Olave, Southwark*, in the county of *Surry*, tanner, of the other part, witnesseth, That the said *J. C.* and *S.* his wife, to the intent and purpose the several messuages and tenements hereafter in these presents mentioned and specified, may be settled and conveyed to the several uses, intents and purposes hereafter in these presents limited and declared, and for divers other good causes and considerations, them and each of them thereunto moving, have granted, aliened, enfeoffed and confirmed, and by these presents do, and each of them doth grant, alien, enfeoff and confirm unto the

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the said *J. R. T. C.* and their heirs, all that one full and equal moiety or half part (the whole into two equal moieties or half parts to be divided) of and in all those the several mesuages or tenements herein after particularly mentioned and specified, (that is to say) of and in all that mesuage or tenement and shop, with the appurtenances, now in the tenure or occupation of *A. P.* and *T. S.* ironmongers, situate and being in *Budge-Row, London*, and known by the sign of the *Red Bull*; and also of and in all that other mesuage or tenement and shop, with the appurtenances, in, &c. &c. and also the reversion and reversions, remainder and remainders, rents, issues and profits of the said moiety or half part of all and every the aforesaid mesuages or tenements, with their and every of their appurtenances; **To have and to hold** the said one full and equal moiety or half part (the whole into two equal moieties or half parts to be divided) of and in all and singular the aforesaid several mesuages or tenements, and all other the premisses, with their and every of their appurtenances, unto the said *J. R.* and *T. C.* their heirs and assigns, to and for the several uses, intents and purposes hereafter in these presents limited, expressed and declared, (that is to say) **to the use and behoof** of them the said *J. C.* and *S.* his wife, for and during the term of their natural lives, and the life of the longest liver of them, and from and after the Decease of the survivor of them the said *J. C.* and *S.* his wife, **to the use and behoof** of the heirs of the Body of the said *J. C.* on the body of the said *S.* his wife begotten or to be begotten; and for default of such heirs, **to the use and behoof** of the right heirs of the said *J. C.* for ever, and to and for no other use, intent or purpose whatsoever. **In witness, &c.**

### *An indenture for the levying a fine.*

**T**HIS indenture made, &c. between *A. L.* of, &c. widow, *T. L.* of, &c. gent. and *J. L.* and *S. L.* brother and sister of the said *T. L.* of the one part, and *P. F.* of, &c. gent. of the other part witnesseth, That it is covenanted, granted, concluded

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and fully agreed, by and between the said parties to these present indentures in manner following, that is to say, That the said *A. L. T. L. J. L.* and *S. L.* shall and will, before the end of *Easter* term now next ensuing, by due course of law, acknowledge and levy unto the said *P. F.* and his heirs, before the justices of his Majesty's court of Common Pleas at *Westminster*, one fine *sur conusance de droit come ceo, &c.* to be ingrossed, recorded and sued forth; and whereupon proclamations may be had according to the form of the statute in that case made and provided, of and for (amongst other lands) all that mesuage or tenement late of him the said *T. L.* situate, standing and being in *Dales Green* in the parish of *W.* in the said county of *S.* and of and in all out-houses, buildings, barns, stables, gardens, orchards, lands, tenements, meadows, leasows, pastures, closes and inclosures thereunto belonging, or in any wise appertaining; all and singular which said premisses were lately purchased by the said *P. F.* of and from the said *T. L.* and one *J. S.* or from some or one of them, which said fine shall be levied by such apt and convenient name and names, number of mesuages and acres, quantities and qualities of land, and other certainties, as shall be thought proper and requisite. **And** it is hereby further covenanted, granted, concluded, declared and agreed, by and between all the said parties to these presents, for them and their heirs respectively, that the said fine agreed to be levied as aforesaid, or in any other manner and form whatsoever, shall, as for and concerning the said premisses and every part and parcel thereof, be and enure, and shall be deemed, esteemed, adjudged and taken to be, operate and enure, to the only use and behoof, of the said *P. F.* his heirs and assigns, for ever. **In witness** whereof the parties first above-named have hereunto set their hands and seals the day and year first above-written.

*A deed declaring the uses of a fine levied.*

**THIS** indenture made, &c. between Sir *T. M.* of, &c. knt. of the one part, and *R. S.* of, &c. of

of the other part. **Whereas** the said Sir T. M. did in *Hilary* term now last past levy in due form of law, before his Majesty's justices of the court of Common Pleas at *Westminster*, one fine *sur consueance de droit come ce*, &c. with proclamations according to the statute in that behalf made and provided, unto the said R. S. and his heirs, of all those 6 messuages or tenements, &c. &c. **And** all those 2 messuages or tenements, &c. &c. together with all and singular edifices, buildings, yards, ways, paths, passages, lights, easements, waters, water-courses, privileges, profits, commodities and appurtenances whatsoever, to the same premises, and every or any part thereof belonging or in any wise appertaining, or therewith or with any part thereof heretofore used, occupied or enjoyed, or reputed and taken, as and for any part, parcel or member thereof; all which said 8 messuages, ground, yard and premises are situate, standing and being in — in the parish of — in *London* aforesaid, which said fine was so levied of the said premises, by the name or names of 8 messuages and half an acre of land, with the appurtenances, in the parish of —; the warranty in which said fine of the premises is against the said Sir T. M. and his heirs for ever, as in and by the said fine (relation being thereunto had, and whereunto, for the more certainty, relation is by these presents had) it doth and may more plainly appear: **Now this indenture witnesseth**, and the said parties to these presents do hereby declare and agree, That the true intent and meaning of the said parties to these presents and to the said fine, as well at the time of the levying of the said fine was and ever since hath been, and still is, that the said fine so levied, and all and every fine and fines had, made, levied or executed by or between the said parties to these presents, or which at any time hereafter shall be had or levied between the said parties to these presents, or either of them, of the said premises herein before mentioned, or any part or parcel thereof, by what name or names soever they be called, or shall be called in the said fine or fines, should be and enure, and shall be and enure, and shall be construed, expounded, deemed and taken to be and enure, to the

## Grant of a presentation. 89

use and behoof herein after mentioned, (that is to say) to the use and behoof of the said R. S. his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever. **In witness** whereof the parties first above-named to these present indentures interchangeably have set their hands and seals the day and year first above-written.

### *Grant by a patron of a rectory of the next presentation.*

**THIS** Indenture made the 29th day of *January* in the year of our Lord 1732, and in the 6th year of the reign of our sovereign Lord *George the 2d*, by the grace of God of *Great Britain, France and Ireland*, King, defender of the faith, &c. **between** the right honourable S. Lord viscount *H.* of the kingdom of *Ireland*, patron of the rectory of the parish church of *Langar* in the county of *Nottingham* and diocese of *York*, of the one part, and *C. D.* of — of the other part. **Whereas** the said Lord viscount *H.* intends shortly to leave the kingdom of *Great Britain*, and to go to the island of *Barbadoes* in *America* to take on him the government of that island, which his Majesty has been pleased to confer upon him: **Now** this indenture witnesseth, that for and in consideration of the sum of 5 s. of lawful money of *Great Britain*, to him the said S. Lord viscount *H.* by the said *C. D.* at or before the sealing and delivery of these presents well and truly paid, the receipt whereof is hereby acknowledged, and for divers other good and valuable causes and considerations, him the said S. Lord viscount *H.* thereunto moving, he the said S. Lord viscount *H.* hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said *C. D.* his executors, administrators and assigns, the next presentation donation, collation and free disposition of the rectory of the parish church of *Langar* aforesaid, when the same shall next become void by the death, resignation, cession or deprivation of the reverend *B. S.* clerk, the present incumbent, or otherwise; to have and to hold the same unto the said *C. D.*



*C. D.* his executors, administrators and assigns, upon the trust following, that is to say, in case the said *S. Lord viscount H.* shall at the next vacancy or avoidance of the said church be living and resident in the said island of *Barbadoes*, or be otherwise absent from *Great Britain*; then the said *C. D.* his executors or administrators, shall and may present such person duly qualified according to law to the bishop of the diocese or ordinary of the place who is rector of the said church, in order to his being instituted and inducted into the said rectory and church, as he the said *C. D.* his executors or administrators, shall think proper and convenient; provided nevertheless, that in case at the next vacancy or avoidance of the said church the said *S. Lord viscount H.* shall be either resident in *Great Britain*, or shall be then dead, then and in either of the said cases these presents, and every thing therein contained, shall cease, determine, and be absolutely void. In witness, &c.

*Lease of a house.*

**T**HIS indenture made, &c. between *E. P.* of *London*, widow, of the one part, and *T. W.* of, &c. distiller, of the other part, witnesseth, That the said *E. P.* for and in consideration of the yearly rent and covenants hereafter in and by these presents reserved, mentioned and contained, by and on the part and behalf of the said *T. W.* his executors, administrators and assigns, to be paid, done and performed, hath demised, granted, and to farm let, and by these presents both, &c. unto the said *T. W.* all that messuage or tenement situate and being in — now in the tenure or occupation of the said *T. W.* his under-tenants or assigns, and adjoining eastward to — and westward on —, together with all cellars, solar, rooms, chambers, closets, ways, passages, lights, easements, waters, water-courses, profits, commodities and appurtenances whatsoever, to the said messuage or tenement, and premises hereby mentioned to be demised, of right belonging or in any wise appertaining to have and to hold the said messuage or tenement and premises hereby demised, with the appurtenances

into the said *T. W.* his executors, administrators and assigns, from the feast-day of the nativity of *St. John Baptist* last past before the date hereof, for and during, and unto the full end and term of 7 years from thence next ensuing, and fully to be compleat and ended; **yielding and paying** therefore yearly and every year during the said term, unto the said *E. P.* her executors, administrators or assigns, the yearly rent or sum of — of lawful money of *Great Britain*, at or upon the 4 most usual feasts or quarter-days in the year, (that is to say) the feast of *St. Michael* the archangel, the birth of our Lord *Christ*, the annunciation of the blessed virgin *Mary*, and the nativity of *St. John Baptist*, by even and equal portions. **And** the said *T. W.* for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said *E. P.* her executors, administrators and assigns, by these presents, in manner following, *viz.* That he the said *T. W.* his executors, administrators or assigns, shall and will yearly and every year during the said term, well and truly pay, or cause to be paid, unto the said *E. P.* her executors, administrators or assigns, the said yearly rent or sum of — of lawful money of *Great Britain*, on the said 4 most usual feasts or quarter-days of payment above limited, according to the reservation thereof aforesaid; **and also** that he the said *T. W.* his executors administrators or assigns, or some of them, shall and will from time to time, during the continuance of this present lease, at his, their or some of their own proper costs and charges, well and sufficiently repair, support, uphold, maintain, amend and keep the said messuage or tenement and premisses hereby demised, with the appurtenances, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever; and also all the glass windows, pavements, privies, sinks, gutters, and wydraughts thereunto belonging, shall and will in like manner glaze, pave, purge, cleanse, amend and maintain from time to time, and at all times, when, where, and as often as need or occasion shall be or require, during the said term; **and** at the end and expiration of the said term

term of 7 years hereby demised, or other sooner determination of this present lease (which shall first happen) shall and will peaceably and quietly leave, surrender and yield up unto the said *E. P.* her executors, administrators or assigns, the said messuage or tenement and premisses hereby demised, with the appurtenances, in and by all things well and sufficiently repaired, paved, glazed, purged, cleansed, emptied and amended, together with all locks, keys, bars, sash-windows, wainscots, partitions, closets, shelves and other things thereunto, or to any part thereof fixed, fastened or belonging, particularly mentioned and expressed in an inventory thereof annexed to this present indenture of lease, in like, good and sufficient repair and condition, as now they are (reasonable use and wearing thereof in the mean time only excepted): And further, That it shall and may be lawful to and for the said *E. P.* her executors, administrators and assigns, and all and every other person and persons, who of right ought, with workmen or others in her or their company, or without, twice or oftner in every year during the said term, at convenient times in the day-time, to enter and come into and upon the said hereby demised premisses, and every or any part thereof, there to view, search and see the estate and condition of the reparations thereof, and of all defaults, defects and wants of reparation, then and there from time to time upon any such view found, to give or leave notice or warning in writing at the said demised premisses, unto or for the said *T. W.* his executors, administrators or assigns, to repair and amend the same within 3 months then next ensuing; within which said time or space of 3 months next after every such notice or warning given or left as aforesaid, he the said *T. W.* for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said *E. P.* her executors, administrators and assigns, well and sufficiently to repair and amend all and every the same defaults and wants of reparation accordingly: **Provided** always, that if it shall happen the said yearly rent of 26 *l.* or any part thereof, shall be behind or unpaid by the space of 14 days

days next over or after any of the said feast or quarter-days of payment thereof aforesaid (being lawfully demanded) that then and from thenceforth it shall and may be lawful to and for the said *E. P.* her executors, administrators or assigns, into the said hereby demised premises, or any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, repossess and enjoy, as in her or their former estate; and the said *T. W.* his executors, administrators and assigns, and all other occupiers of the premises thereout and from thence utterly to expel, put out and remove; this indenture, or any thing herein contained, to the contrary thereof in any wise notwithstanding. And the said *E. P.* for herself, her executors, administrators and assigns, doth covenant, promise and agree to and with the said *T. W.* his executors, administrators and assigns, by these presents, that he the said *T. W.* his executors, administrators and assigns, well and truly paying the said yearly rent of — at the days or times herein before limited for the payment thereof, and performing, fulfilling and keeping all and every the covenants and agreements before in these presents contained on the part and behalf or the said *T. W.* his executors, administrators and assigns, to be performed and kept, according to the true intent and meaning of these presents, shall or lawfully may peaceably and quietly have, hold, possess and enjoy the said messuage or tenement and premises hereby demised, with their and every of their appurtenances, without any lawful let, suit, trouble, eviction, ejection, molestation or interruption of or by the said *E. P.* her executors, administrators or assigns, or of or by any other person or persons whatsoever, lawfully claiming or to claim by, from or under her, them or any of them, or by her, their or any of their act, means, consent, neglect, default, privity or procurement. In witness, &c.

### *Lease of a farm.*

**T**HIS indenture made, &c. Between the hon. Sir *M. W.* of — in the county of — bart. of the one part, and *S. B.* of — in the said county, gent.

gent. of the other part, *witnesseth*, That for and in consideration of the yearly rent and covenants herein after reserved and contained to be paid and performed on the lessee's part, he the said Sir *H. M.* hath demised, granted, and to farm let, and by these presents doth demise, grant and to farm let, unto the said *S. B.* his executors, administrators and assigns, all that *manor* or capital messuage of *H. B.* alias *G. B.* together with a parcel of Ground called *Higb and Low Awtons*, being part of the manor or lordship of *C.* together with all houses, dove-houses, barns, stables, gardens, orchards, ways, water-courses, and other appurtenances thereunto in any wise appertaining or belonging, in as large and ample manner as the said premises have heretofore been enjoyed by the said *S. B.* or his predecessors: **to have and to hold** all the said manor or capital messuage, ground and premises, with the appurtenances, from the — day of — the date hereof, unto the full end and term of — years from thence next ensuing, and to be fully compleat and ended; **yielding and paying** therefore yearly and every year unto the said Sir *M. W.* his heirs or assigns, the yearly rent or sum of 136 *l.* of lawful money of *Great Britain*, by equal portions, on the 3d day of *November*, and the 3d day of *May*, during the said term. **And** the said *S. B.* for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said Sir *M. W.* his heirs and assigns, that he the said *S. B.* his executors, administrators or assigns, or some of them, will from time to time, during the continuance of this present lease, duly pay, or cause to be paid unto the said Sir *M. W.* his heirs or assigns, the rent above reserved at the time above mentioned, or within one month after each of the said days. **And** the said *S. B.* for himself, his executors, administrators and assigns, doth further covenant, promise and agree, to and with the said Sir *M. W.* his heirs and assigns, by these presents, that it shall and may be lawful to and for the said Sir *M. W.* his heirs or assigns, servants or workmen, to have free ingress, egress and regress to and from the said premises, and every part thereof, from *Martinmas* to *May*



May-day in every year, to cut, fell and carry away any oak, ash or elm-wood, provided the same be not carried over sown corn; and also that he the said *S. B.* his executors, administrators or assigns, shall and will, over and above the rent aforesaid, pay the sum of 40*s.* unto the said Sir *M. W.* his heirs or assigns, for every one of ancient meadow, or of the closes called *Faringarths* cow-pasture, wood-close or *Awtons*, that he or they shall plow up, or convert into tillage within the said term, unless the same shall be done with the licence and consent of the said Sir *M. W.* his heirs or assigns, first obtained in writing under his or their hands; and further also, that he the said *S. B.* his executors, administrators or assigns, shall and will from time to time, during the continuance of this present lease, maintain, keep and uphold in sufficient repair all the houses, barns and other edifices on the premises, and all the hedges, ditches and fences thereon; he the said Sir *M. W.* his heirs or assigns, allowing all necessary timber and plough-boot, gate-boot, and fence-boot towards the said repairs, and all the said premises in such good repair, (except hard corn sown on fallow land, and not exceeding 40 acres) together with all dung, manure and compost that shall be then upon the premises, quietly and peaceably shall surrender and yield up, at the expiration of the said term, unto the said Sir *M. W.* his heirs or assigns. And the said Sir *M. W.* doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said *S. B.* his executors, administrators and assigns, that he the said Sir *M. W.* his heirs, executors, administrators and assigns, shall and will allow unto the said Sir *S. B.* his executors, administrators or assigns, the sum of 20*l.* disbursed or to be disbursed in quick-setting and walling with lime and sand against *Canfick-moor*, and other necessary improvements about the said farm, out of the 1<sup>st</sup> half-year's rent that shall accrue due, after a fair and just account of such disbursements, shall be exhibited by the said *S. B.* his executors, administrators or assigns, unto the said Sir *M. W.* his heirs, executors, administrators or assigns; and further, That he the said Sir *M. W.* his heirs, executors,

cutors, administrators or assigns, shall and will allow the said *S. B.* his executors, administrators or assigns, the sum of 10 *l.* out of the rent that shall accrue due for the last half-year of the term hereby demised, as a consideration for all the manure or compost which is agreed to be left upon the premises at the end of the said term; and the further sum of 10 *l.* out of such last half-year's rent, in consideration of some chamber-floors that the said *S. B.* hath laid at his own charge in the capital messuage hereby leased; and moreover that he the said Sir *M. W.* his heirs or assigns, shall and will from time to time, during the continuance of this present lease, allow unto the said *S. B.* his executors, administrators or assigns, as well all manner of taxes, dues or assessments, charged or chargeable on the said premises, or any part thereof, or on the said *S. B.* his executors, administrators or assigns, in respect of the same (the tax on windows only excepted) as also all tithes great and small (or compositions for the same); all which out-payments the said *S. B.* his executors, administrators or assigns, shall from time to time have liberty to deduct out of each half-year's rent, when the same shall be payable; and further, that the said *S. B.* his executors, administrators or assigns, shall be at liberty in the *Autumn*, after the Expiration of the term hereby demised, to reap, carry away and convert to his and their own use, all winter-corn or hard-corn, that shall have been sown on any fallowed land, part of the said premises, standage-free: And further also, that the said Sir *M. W.* his heirs or assigns, or his or their servant or workmen employed for that purpose, shall and will from time to time, during the term hereby granted, at the request of the said *S. B.* his executors, administrators or assigns, set out and appoint such timber-wood, plough-boot, gate-boot and fence-boot as shall be needful. And if it shall happen, that necessary wood for the said purposes be not set out within 10 days after such request made, then the said *S. B.* his executors administrators or assigns, or their servants or workmen, may fell, cut down and take such wood as shall be necessary for the uses aforesaid; and likewise, that if it shall happen there shall not be upon the said

Premises

premisses wood or timber sufficient or proper for repairing the said edifices, or for wains, carts or ploughs, necessary for the management of the said farm, then it shall and may be lawful for the said *S. B.* his executors, administrators and assigns, to buy such wood as shall be needful and wanting; and the price, expence or charge thereof, to deduct out of the next rent accruing due after the same shall be bought. **And** the said Sir *M. W.* for himself his heirs, executors, administrators and assigns, doth hereby further covenant, promise and agree, to and with the said *S. B.* his executors, administrators and assigns, by these presents, That he the said *S. B.* his executors, administrators and assigns, well and truly paying the said yearly rent herein before reserved, and observing, performing, fulfilling and keeping all and singular the covenants, provisoes, conditions and agreements herein before mentioned and expressed on his or their parts to be paid, observed performed and kept, shall and lawfully may peaceably and quietly have hold, occupy, possess and enjoy all and singular the said hereby demised premisses, with their and every of their appurtenances, without any lawful let, suit, trouble, molestation, eviction, ejection or disturbance, claim or demand whatsoever of him the said Sir *M. W.* his heirs, executors, administrators or assigns, or any of them, or of any other person or persons whatsoever, lawfully claiming by, from or under him, them or any of them, or by his, their or any of their act, means, consent, neglect, default, privity or procurement: **Provided** always nevertheless, that if it shall happen the rent above reserved, or any part thereof, shall be behind or unpaid by the space of a month next after either of the said days of payment, whereon the same ought to be paid (being lawfully demanded) then if it shall happen that no sufficient distress be found upon the premisses, it shall and may be lawful to and for the said Sir *M. W.* his heirs or assigns, into the said premisses, or any part thereof, in the name of the whole, to re-renter, and the same to have again, re-possess and enjoy, as in his or their former estate; any thing

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herein contained to the contrary thereof notwithstanding. In witness, &c.

*A lease for a year.*

**T**HIS indenture made, &c. Between Sir T. M. of, &c. knt. of the one part, and R. S. citizen and carpenter of London, of the other part, witnesseth, That the said Sir T. M. for and in consideration of the sum of 5 s. of lawful money of Great Britain to him in hand paid by the said R. S. at or before the enfealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, hath bargained and sold, and by these presents doth bargain and sell unto the said R. S. his executors, administrators and assigns, All those 4 mesuages or tenements (together with the ground and soil whereon the same stand) situate, &c. together with all and singular edifices, buildings, yards, ways, paths, passages, lights, easements, waters, water-courses, privileges, profits, commodities, and appurtenances whatsoever, to the same premises and every or any part thereof belonging or in any wise appertaining, or therewithal or with any part thereof heretofore used, occupied or enjoyed, or reputed and taken as and for any part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the premises aforesaid, and every part and parcel thereof; **To have and to hold** all and singular the said mesuages or tenements, ground, soil and premises aforesaid, and every part thereof, with their appurtenances, unto the said R. S. his executors, administrators and assigns, from the day before the date hereof, for and during, and unto the full end and term of 1 whole year, from thenceforth next ensuing, and fully to be complete, finish'd and ended; **Yielding and paying** therefore the rent of pepper-corn at the feast of St. Michael the archangel only (if the same shall be lawfully demanded); **And** the intent and purpose, that by virtue of these presents and of the statute for transferring uses into possession

he the said R. S. may be in the actual possession of all and singular the premisses aforesaid, and be thereby enabled to accept a grant of the reversion and inheritance thereof, to him and his heirs for ever. In witness whereof the said Sir T. M. hath to this present indenture set his hand and seal the day and year first above-written.

## *A release of a fee on a lease for a year.*

**THIS** indenture made, &c. Between Sir T. M. of, &c. knt. of the one part, and R. S. citizen and carpenter of London, of the other part, witnesseth, That the said Sir T. M. for and in consideration of the sum of 300*l.* of lawful money of Great Britain, to him in hand paid at and before the sealing and delivery of these presents, by the said R. S. the receipt whereof he the said Sir T. M. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth fully, clearly and absolutely quit, release and discharge the said R. S. his heirs, executors and administrators, by these presents, hath granted, conveyed, aliened, bargained, sold, released and confirmed, and by these presents doth fully, clearly and absolutely grant, convey, alien, bargain, sell release and confirm, unto the said R. S. his heirs and assigns for ever, (in his actual possession now being by virtue of a bargain and sale to him thereof made for i whole year, by indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession) all those 4 messuages or tenements (together with the ground and soil whereon the same stand) situate, &c. together with all and singular edifices, buildings, yards, ways, paths, passages, lights, easements, waters, water-courses, privileges, profits, commodities and appurtenances whatsoever, to the same premisses and every or any part thereof belonging or in any wise appertaining, or therewithal or with any part thereof heretofore used, occupied or enjoyed, or reputed and taken as and for any part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the premisses aforesaid,



and every part and parcel thereof; **And** also all the estate, right, title, interest, use, possession, benefit, property, claim and demand whatsoever in law and equity, of him the said Sir *T. M.* of, in and to the said mesuages or tenements, ground, soil, and premises aforesaid, and of, in and to any part or parcel thereof, together with all and singular deeds, evidences, writings, escripts and muniments whatsoever touching and concerning the before bargained premises, or any part thereof only, which he the said Sir *T. M.* now hath in his custody or power, or that any other person or persons have or hath in trust for him, or for his use, and which he may or can come by without suit in law; **To have and to hold** all and singular the said mesuages or tenements, ground, soil and premises aforesaid, and every part thereof, with their and every of their appurtenances, unto the said *R. S.* his heirs and assigns, to the sole and proper use and behoof of the said *R. S.* his heirs and assigns for ever; and to and for no other use, intent or purpose whatsoever. **And** the said Sir *T. M.* doth for himself, his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said *R. S.* his heirs and assigns by these presents in manner following, (that is to say) that he the said Sir *T. M.* now is, and until the execution of the estate of the premises hereby granted, shall stand, continue, remain, and be lawfully seised of and in all and singular the said mesuages or tenements, ground, soil and premises aforesaid, and every part thereof, with the appurtenances, of a good, sure, perfect, lawful, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, proviso, power of revocation or limitation of use or uses, to alter, change, charge, determine or make void the same, or any part thereof; **And** also that he the said Sir *T. M.* now hath in himself good right, full power, true and perfect title, and lawful and absolute authority to grant, bargain, sell and convey the same premises, and every part thereof, with the appurtenances, in manner and form before-mentioned; **And further also**, That he the said *R. S.* his heirs and assigns, shall and may from time to time, and at all times hereafter, peaceably and quietly have,  
hold

## Lease and Release.

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hold, possess and enjoy all and singular the aforesaid messuages or tenements, ground, soil and premises, and every part thereof, with the appurtenances, without the lawful let, suit, trouble, denial, hindrance, eviction, ejection, interruption, molestation or disturbance of him the said Sir T. M. his heirs or assigns, or any other person or persons lawfully claiming or to claim by, from or under him, them or any of them; And that cleared, freed, and absolutely discharged of and from all and all manner of former or other bargains, sales, gifts, grants, leases, prior estates, settlements, judgments, mortgages, executions, jointures, dowers, rights, titles, rents, arrearages of rents, issues, fines, post-fines, amerciaments, debts, duties, recognizances, statutes-merchant, and of the staple, sequestrations, decrees, charges and incumbrances whatsoever, had, made committed, done acknowledged or suffered, or to be had, made, committed, done, acknowledged or suffered by the said Sir T. M. or any of his ancestors, or by any other person or persons whatsoever, or by or with his, their or any of their means, privacy, consent, knowledge or procurement; And also, that he the said Sir T. M. and his heirs, and all and every other person and persons, any estate having or lawfully claiming by, from or under him or them, of, into or out of the said messuages or tenements, ground, soil, and all other the premises hereby granted, bargained, sold and released, or meant, mentioned or intended to be granted, bargained, sold and released, shall and will, at the reasonable request, proper costs and charges of the said R. S. his heirs or assigns, make, do, acknowledge, levy, execute and suffer, or or cause and procure to be made, done, acknowledged, levied, executed and suffered, all and every such further and other lawful and reasonable act and acts, Thing and things, conveyance and conveyances, assurance and assurances in the law whatsoever, for the further, better and more perfect assuring and conveying the said messuages or tenements, ground, soil, and all other the premises, with the appurtenances, unto the said R. S. his heirs and assigns for ever, be it by fine or fines, deed or deeds inroll'd or not inroll'd, recovery

or recoveries with single, double, or treble voucher or vouchers, release or confirmation, or by any other ways, or means whatsoever, as by the said R. S. his heirs or assigns, or by his or their counsel learned in the law, shall be reasonably devised, or advised and required; **Provided** that the person or persons so required to make such further assurance be not compelled or compellable to travel further than the cities of *London* and *Westminster* for the doing thereof. **And** it is hereby covenanted, concluded and agreed upon, by and between all the parties hereto, that the fine or fines, recovery or recoveries, or other assurances of the premisses, or any part thereof, herein before covenanted to be made, levied and executed between the said parties to these presents, or any of them, shall be and enure, and shall be adjudged, deemed, construed and taken to be and enure, to the only proper use and behoof of the said R. S. his heirs and assigns for ever, and to no other use, Intent or purpose whatsoever. **In witness** whereof the said parties first abovenamed have to these present indentures interchangeably set their hands and seals the day and year first abovementioned.

*A general letter of attorney.*

**KNOW** all men by these presents, That I *A. B.* of, &c. have made, ordained, constituted and appointed, and by these presents **do** make, ordain, constitute and appoint *C. D.* of, &c. my true and lawful attorney, for me and in my name, and for my use, to ask, demand, sue for, recover and receive of and from all person and persons whatsoever **All** sum and sums of money, debts, dues, claims and demands whatsoever now due, owing or accruing to me, and to give good and sufficient discharges for the same, and to adjudge, settle, or compound all debts or demands due to me, and to accept such security or satisfaction for the same as he shall think fit. **And** I do hereby give and grant to my said attorney my full and whole power in and concerning the premisses, and will ratify and confirm whatsoever he shall lawfully act or do therein. **In witness**, &c.

*A la*

*A letter of attorney to demand and distrain for rent.*

**KNOW** all men by these presents, That I *E. D.* of *London*, widow, for divers good considerations me hereunto moving, have made, constituted, and in my place deputed, and by these presents do make, constitute and in my place depute *A. B.* of *London*, gent. my true and lawful attorney, for me and in my name and stead to demand of, seise and distrain for, recover and receive from *J. B.* now or late of the parish of — in the county of *Middlesex*, yeoman, the sum of 54 *l.* 10 *s.* of lawful money of *Great Britain*, due to me from the said *J. B.* at the feast of the birth of our Lord *Christ* last past before the date hereof, for rent for certain lands in the said parish, held by him the said *J. B.* of me the said *E. D.* and on payment of the said rent, to allow or suffer him the said *J. B.* to deduct the King's taxes out thereof, and to use and take all lawful methods in my name, or otherwise, for recovering and receiving the same; and upon receiving the same, acquittances therefore, for me and in my name to make and execute, and to do all other acts concerning the premisses, as fully in every respect as I my self might or could do, were I personally present; and attornies, one or more under him for the purposes aforesaid, to make, and again at his pleasure to revoke. And I the said *E. D.* do hereby ratify and confirm whatever my said attorney shall lawfully do, or cause to be done in the premisses in my name, or otherwise, by virtue of these presents. In witness whereof I have hereunto set my hand and seal the — day of — in the year of our Lord 1742.

*Letter of attorney to surrender copyhold lands.*

**KNOW** all men by these presents, That I *T. T.* of *London*, goldsmith, the youngest son of *J. T.* late of the parish of *Heston* in the county of *Middlesex*, yeoman, deceased, for divers good causes and considerations

tions me thereunto moving, have made ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint *J. B.* the elder, of the parish of *Heston* aforesaid, farmer, my true and lawful attorney, for me and in my name, stead and place to appear at the next court-baron, to be holden for the manor of *Heston* in the county of *Middlesex*, or any other subsequent court to be holden for the said manor, and then and there to surrender into the hands of the Lord of the said manor, according to the custom of the said manor, **All** that copyhold messuage or tenement, lands, hereditaments and premisses, with the appurtenances thereunto belonging, situate, lying and being in the said manor, late the estate of *W. B.* deceased, and by him surrendered into the hands of the Lord of the said manor, to the use of my said father *J. T.* under a proviso to be void on payment of the sum of 180 *l.* with lawful interest for the same, to the use and behoof of *A. T.* of *Heston* aforesaid, widow, her heirs and assigns for ever, at the will of the Lord of the said manor, according to the custom of the said manor; **To hold** to the said *A. T.* her heirs and assigns for ever, in as large, ample and beneficial manner as the said *J. T.* his heirs or assigns, might or ought to have done. **In witness, &c.**

*Letter of attorney to receive possession.*

**KNOW** all men by these presents, That I Sir *M. W.* of *Constable-Burton* in the county of *York*, bart. for divers good causes and considerations me hereunto especially moving, have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint *W. J.* of —, gent. my true and lawful attorney, for me and in my name and stead, and to my use, to ask, demand and receive of and from *S. H.* of, — esq; and *William Gamble*, of —, gent. and such other person or persons as have right to give or deliver the same legal and full possession and seisin of all and singular the lands, tenements and hereditaments, situate, lying and being at — or elsewhere, in the said county of *York*, some-  
time



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time since the estate of *J. W.* late of — aforesaid, esq; deceased, and devised to me the said *Sir M. W.* by the last will and testament of the said *J. W.* And to have, use and take all lawful ways and means in my name or otherwise, for obtaining possession of the premises aforesaid, and every part thereof, with their or every of their appurtenances; And to do all other acts and things whatsoever that shall be necessary concerning the premises, as fully in every respect as I my self might or could do, were I personally present; And one or more attornies under him for the purposes aforesaid to make, and again at his pleasure to revoke. And I the said *Sir M. W.* do hereby ratify and confirm whatsoever my said attorney shall lawfully do, or cause to be done in the premises in my name, or otherwise by force of these presents. In witness, &c.

### *Letter of attorney to sue for a debt.*

**KNOW** all men by these presents, That I *T. N.* of, &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint *R. R.* of, &c. gent. one of the attornies of the court of King's Bench at *Westminster*, my true and lawful attorney, for me and in my name; and for my use to ask, demand and receive of and from *S. S.* of, &c. the sum of — of lawful money of *Great Britain*, for so much money received by him for my use, and upon non-payment thereof the said *S. S.* for me and in my name to sue, prosecute, implead, arrest and imprison for the same, and upon such suit to proceed to judgment and execution, as the said *R. R.* shall think convenient and fit; and upon payment of the said sum, with all costs and charges occasioned by any such suit or prosecution (if any such shall be) acquittance or acquittances for the same, or any part thereof, for me and in my name to make and execute, and also to allow to the said *S. S.* what (if any thing) shall appear to be justly due from me to him; and also to do, perform and execute all and every other lawful and reasonable act and acts, thing and things whatsoever, for the obtaining and discharging

charging of the same, as shall be needful to be done; giving and by these presents granting unto my said attorney my full and absolute power in the premises, ratifying and confirming all and whatsoever my said attorney shall lawfully do or cause to be done in or about the same by virtue of these presents. *In witness, &c.*

*A letter of attorney to receive money and settle accounts with one person certain.*

**KNOW** all men by these presents, That I *A. B.* of, *&c.* have made, ordained, constituted and appointed, and by these presents do, *&c.* *C. D.* of, *&c.* my true and lawful attorney for me and in my name, and for my use, to ask, demand, sue for, recover and receive of and from *E. F.* of, *&c.* his executors and administrators, and of and from all other person and persons whomsoever, all sum and sums of money, debts, dues, claims and demands whatsoever now due, owing or accruing to me, and for the same to sue, prosecute and defend for me, and in any court or courts at law or in equity, and for the purposes aforesaid to appoint under him one or more attorney or attorneys, and them at pleasure to revoke; and I do hereby authorise my said attorney to make up, settle and finally adjust all accounts, reckonings and differences whatsoever which I have with the said *E. F.* or any other person, and upon receipt of any sum or sums of money, or other satisfaction, to give receipts, acquittances and discharges, or otherwise to compound and agree the same with the said *E. F.* as my said attorney shall think fit; and I do hereby give unto my said attorney my full and whole power in and concerning the said premises; and I will ratify and confirm all and whatsoever she shall lawfully act or do in pursuance of these presents. *In witness, &c.*

*Letter of attorney from an administrator to one in Barbadoes, for the attorney to take out administration there, if need be.*

**KNOW** all men by these presents, That I *A. B.* of *London, &c.* administrator (during the minority of *C.* my wife) with the will annex'd, of *D. E.* late of, &c. unadministr'd by *F. G.* and *H. J.* the 2 acting executors of the said *D. E.* and both deceased, (*K. L.* one of the other executors dying without acting, and *M. N.* the only surviving executor, having renounced his executorship,) have made, ordained, constituted and appointed, and by these presents do, &c. *O. P.* of the island of *Barbadoes*, esq; my true and lawful attorney, for me and in my name, and for my use, to ask, demand, sue for, recover and receive of and from all person and persons whatsoever in the said island of *Barbadoes*, all sum and sums of money, goods, chattels and effects, debts, dues, claims and demands whatsoever due, owing, belonging, or in any wise accruing to the estate of the said *D. E.* deceased, or to me, as his administrator in the said island of *Barbadoes*, and to give good and sufficient discharge for the same; and I do hereby authorise and empower my said attorney finally to adjust and settle with all person and persons whatsoever in the said island of *Barbadoes* all accounts and reckonings whatsoever touching or concerning the said estate, claims and demands, or any of them; and for the purposes aforesaid to appoint under him one or more attorney or attorneys, and them at pleasure to revoke, and to appoint others in their stead: And I do hereby authorise and empower the said *O. P.* (if need be) to take administration in the said island of *Barbadoes*, with the will of the said *D. E.* annex'd, of his estate unadministr'd by the said *F. G.* and *H. J.* his said acting executors; and I do hereby give and grant to my said attorney my full and whole power in and concerning the said premises; and I will ratify and confirm all and whatsoever he shall lawfully act and do therein. In witness, &c.

*A letter*

*A letter of attorney from one in London to another in Barbadoes, to receive money, &c. and let leases of plantations and negroes.*

**R** *Now* all men by these presents, That I J. S. of *Chelsea* in the county of *Middlesex*, esq; have made, ordained, constituted and appointed, and by these presents do, &c. D. W. and R. C. both of the island of *Barbadoes*, esqrs. my true and lawful attorney and attornies, jointly and severally, for me and in my name, and for my proper use and benefit, to ask demand and receive all such debts, sum and sums of money, rent and arrearages of rent, yearly payments, merchandizes, goods, money due upon bill or bills of exchange, or otherwise, and all other demands whatsoever which now are or hereafter shall be due or belonging unto me from any person or persons whatsoever; and also for me and in my name to make or enter into any contract, covenant or agreement for the letting or setting all or any my mesuages, lands, plantations, negroes and hereditaments, and for the buying and selling any negroes, goods and chattels, and the same to buy and sell, and leases of my said mesuages, lands, plantations, negroes and hereditaments, to make and execute for me, and to negotiate, transact and manage all other my affairs and business, as they my said attornies or either of them shall think fit and convenient for my benefit and advantage; and for default of payment of any rent, or any other demand now, or as shall or may be due unto me, or for non-performance of any covenants, contracts, leases or agreements, that is or shall be made by, to or with me, or for and on my account, I do hereby authorize my said attornies, or either of them, to use all lawful and equitable ways and means whatsoever for recovery, and to compel a performance thereof in any court or courts of law or equity, or otherwise, and for me and in my name to appear and make defence in any of the said courts; and for that purpose, and carrying on any suits for me, to retain, see and employ any attorney, solicitor

solicitor and counsel; and, as occasion shall require, to give acquittances, releases and discharges; and for all the purposes aforesaid to constitute and appoint one or more attorney or attornies to act under them my said attornies hereby constituted, or either of them, and the same at pleasure to revoke, dismiss or discharge; and generally I do hereby give and grant unto my said attornies, or either of them, my full and whole power in the premisses, to do and execute all and every such matters and things in and concerning the same, as I my self could or might do if personally present; and I do hereby ratify and confirm all and whatsoever my said attornies or either of them, or any person under them or either of them, shall lawfully act and do by virtue of these presents, or any authority derived therefrom. *In witness, &c.*

*Letter of attorney to sell lands in Pennsylvania.*

**KNOW** all men by these presents, That we *J. B. of London, &c. and P. his wife, J. M. of, &c. and M. his wife, the said P. & M. being the daughters and only surviving children and coheirs of W. B. late of, &c. and M. his wife, both long since deceased, have and each and every of us, hath made, ordained, constituted and appointed, and by these presents do, and each and every of us doth, &c. C. P. and S. P. of Philadelphia in Pennsylvania, merchants, our and each of our attorney and attornies, jointly and severally, absolutely to bargain, sell and convey for the best price that can be gotten for the same, all and every or any the several undivided 3d parts herein after mentioned of us the said P. B. and M. M. which we hold to us and our heirs, as tenants in common, (that is to say) of and in all those 3 tracts of land in the township of *Goshen* in the county of *Chester*, in the province of *Pennsylvania* in *America*, one of them containing in the whole by estimation 183 acres, another containing, &c. and the other, &c. And also of and in all that tract of land in *North Wales* in the county of *Philadelphia*, in the said province  
of*



of *Pensilvania*, containing in the whole by estimation 650 acres, all which said 3d parts were in or about the month of *October* 1719, by *I. M.* of, &c. *D. L.* of, &c. conveyed to *T. E.* late of *London*, linen draper, deceased, who was only a trustee for us the said *P. B. M. M.* to whom therefore *J. E.* of, &c. son and heir of the said *T. E.* hath lately conveyed the said 3d parts, to hold to us the said *P. B.* and *M. M.* and our heirs, as tenants in common, and not as jointenants; and we the said *J. B.* and *P.* his wife, and *J. M.* and *M.* his wife, do and each of us doth hereby authorise and impower our said attornies and each of them, jointly and severally, to take possession of the said several 3d parts, and to ask, demand, recover and receive all rent and arrears of rent, which are or shall become due or payable for the same 3d parts, or for any of them, and to give good and sufficient discharges for the same; and we and each of us do hereby give and grant unto our said attornies, and to each of them, jointly and severally, our and each of our full and whole power and authority in and concerning the said premisses, and will ratify and confirm all and whatsoever they or either of them shall lawfully act or do therein. In witness whereof we the said *J. B.* and *P.* his wife, *J. M.* and *M.* his wife, have hereunto set our hands and seals the 15th day of *December* in the year of our Lord 1727, and in the 1st year of the reign of our sovereign Lord *George* the 2d, King of *Great Britain*, &c.

*If a deed be executed by an attorney, the witnessing of the sealing and delivery must be in this manner:*

*Sealed and delivered by G.N. in the name of and as and for the ad and deed of the within named R. W. by virtue of a letter of attorney of the said R. W. dated the 12th day of September 1728, authorising him so to do, being first legally stamped in the presence of*

*If any deeds are executed here in England by virtue of a letter of attorney; as if a person beyond sea, intituled to lands here, authorises a person to sell them, the deed*

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is to be made only between the person intitled to the lands, and the person to whom they are to be sold, just as any other common deed, without taking any notice of the attorney or the power given. But it must be attested — to be signed in the name of — (the person intitled to the lands) and sealed and delivered as his act and deed by — (the attorney) by virtue of a letter of attorney, bearing date the 12th day of October 1728. — The attorney is to set the name of the person intitled to the land to the deed, and not his own.

The receipt for the consideration to be in the name of the grantor, and not of the attorney, and the attorney to set the grantor's name to it.

*A letter of attorney to receive money appointed by a master in chancery's report.*

**R**ECALL all men by these presents, That I, *A. earl of I.* have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint *J. P. of London*, gent. my true and lawful attorney for me and in my name, and to my use, to receive and take of and from *W. D. esq;* or any person on his behalf, the sum of 1974 *l.* 4s. 6d. appointed to be by him paid to me on the 24th day of June next, at the chapel of the Rolls in Chancery-lane, at 10 of the clock in the forenoon, by a report of Mr. Conway, one of the masters of the high court of Chancery, dated the 21st day of May instant, made in a cause there depending between me the said *A. earl of I.* plaintiff, and the said *W. D.* and *W. Lord F.* defendants, and for me and to my use to receive all other sum and sums of money in and by the said report appointed to be paid unto me; and to make all such deductions and allowances in respect and on account of the said money, as in and by the said report is directed; and I do hereby authorise the said *J. P.* upon receipt of such sum or sums of money; as aforesaid, to give good and sufficient discharges therefore; and I will ratify and confirm all and whatsoever my said attorney shall lawfully act and do in and concerning the said premises. In witness, &c.

*Letter*

*Letter of attorney to take administration in the prerogative court of Canterbury.*

**K**EAD all men by these presents, That I *A. B.* of, &c. in the island of *Barbadoes*, widow, relict and executrix named in the last will and testament of the honorable *C. D.* late of the said island, esq; deceased, have made, ordained, constituted and appointed, and in my place and stead put, and by these presents do, &c. *H. P.* of *London*, merchant, my true and lawful attorney to appear before the judge of the prerogative court of *Canterbury*, or his surrogate, or any other competent judge in this behalf, to pray and procure letters of administration of all and singular the goods, chattels and credits of my said late husband, deceased, with his said will annexed, to be granted to him for my use and benefit, and during my absence; and also to ask, demand and receive of and from all person and persons whatsoever all sum and sums of money, debts, dues, claims and demands now due or owing, or that shall hereafter be due or owing to the estate of my said late husband, deceased, and to give good and sufficient discharges for the same, and to adjust and settle all accounts for any matter or thing whatsoever relating to that estate; and I do hereby give and grant to my said attorney my full and whole power in and concerning the said premisses; and I will ratify and confirm all and whatsoever he shall lawfully act or do therein. In witness, &c.

*There must be a copy of the will and of the probate, examined with the original record in the secretary's office of the island, transmitted hither, under the seal of the island, and a certificate with it from the governor, that some person came and made oath before him, that such person had examined it with the original record in the office, and that it is a true copy; the copy of the will and this certificate to be annexed together, and put under the seal and sent hither, and then letters of administration, with a copy of the said will and certificate annexed, will be granted here to such person as is appointed.*

*Letter*

*Letter of attorney to sell S. S. stock.*

**KNOW** all men by these presents, That I *A. B.* of, &c. do hereby authorise and impower *C. D.* of, &c. to sell, assign and transfer unto any person or persons whomsoever, and for any consideration, sum or sums of money whatsoever — stock of and in the capital or principal stock of the governor and company of merchants of *Great Britain* trading to the *South-Seas* and other parts of *America*, and for encouraging the fishery — and for — and in — name or otherwise to make, sign and give good and sufficient receipts, acquittances and discharges for such consideration monies — ; and I do hereby ratify and confirm all and whatsoever the said *C. D.* shall lawfully do or cause to be done in and about the premises by virtue of these presents. In witness, &c.

*Letter of attorney from an executor of an executrix, to sell and accept S. S. stock, and to receive dividends.*

**KNOW** all men by these presents, That I *R. W.* of, &c. the acting executor of the last will and testament of *M. W.* late of the same place, widow, deceased, who was the relict and executrix of *R. W.* late of, &c. deceased, have made, ordained, constituted and appointed, and by these presents do, &c. *G. N.* of, &c. my true and lawful attorney, for me and in my name, and for my use, to sell, assign and transfer unto any person or persons whatsoever, for any consideration, sum or sums of money whatsoever, all or any part of the stock late of the said *M. W.* deceased, or of the said *R. W.* deceased, or of me the said *R. W.* party hereto, which I now have or am intitled unto as executor as aforesaid, or otherwise howsoever, of and in the capital or principal stock, or annuity stock, of the governor and company of merchants of *Great Britain* trading to the *South-Seas* and other parts of *America*, and for encouraging the fishery, &c. and to give good and sufficient discharges for the same ; And I do

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I do hereby authorise and impower my said attorney for me and in my name to accept all such stock which now is, or which shall or may at any time hereafter be transferred to me, or to my name or account, in the books of the said company's capital stock or annuity stock, and for me and in my name to ask, demand and receive of and from the said S. S. company all dividend and dividends, profits and produce now due, or which shall at any time hereafter become due, for any such stock as aforesaid, and from time to time to give good and sufficient discharges for the same; and I do hereby give and grant unto my said attorney my full and whole power in and concerning the premises, and will ratify and confirm all and whatsoever he shall lawfully act or do therein. *In witness, &c.*

### *A revocation of a letter of attorney.*

**W**hereas I R. R. of, &c. gent. upon the trust and confidence which I had in J. S. of, &c. gent. did by my letter of attorney constitute and appoint, and in my place put and depute the said J. S. my true and lawful attorney, for me and in my name to ask, demand and receive of and from all the tenants of my mesuages, lands and tenements in ——— in the county of ——— all rents and sums of money due or to grow due to me for rent or otherwise, and did give him further power and authority to act for me, as by the said letter of attorney, relation thereunto had, may appear: ~~Now know all men by these presents,~~ That I the said R. R. for divers causes and matters me thereunto especially moving, have revoked, countermanded and made void, and by these presents do revoke, countermand and make void the said letter of attorney, and all power and authority given to the said J. S. as well by the said letter of attorney, as by any other means whatsoever, whereby he can or may pretend to act for me or in my name in any matter whatsoever. *In witness, &c.*

*A letter*



*A letter of licence for 3 months, the debtor within that time to assign to his Creditors, and then to have a general release.*

**T**D all to whom these presents shall come, we whose names are here under-written, creditors of *T.M.* of — in the county of — mercer, send greeting. Whereas the said *T. M.* is indebted to us his said creditors severally in divers sums of money, and being reduced by several losses and disappointments in trade, and otherwise, hath not wherewithal fully to satisfy us our respective debts; and we the said creditors, and every one of us, minding to grant unto him liberty, licence and safe conduct for his person during the space of 3 months hereafter mentioned: **Know ye** therefore, that we the said creditors, whose names are hereto subscribed and seals set, and every one of us, being fully satisfied of the good will and desire which the said *T. M.* hath to make such satisfaction as he is able for the said several debts and sums of money, have given and granted, and every one of us for him and herself, and for his and her own proper debt and duty, part and portion only, **doth** by these presents give and grant unto the said *T. M.* by whatsoever name, surname, title or addition he be called or known, sure, full and free liberty, licence and safe conduct, as much as in us severally is, that he said *T.M.* freely, peaceably and quietly at his own free choice, election and pleasure, shall and may go and come, abide, pass and repass at all and every time and times from the day of the date hereof, unto the full end and term of 3 months now next ensuing and fully to be complete and ended. **And** we the said creditors, whose names are hereto subscribed and seals set, and every one of us severally for him and herself, and his and her executors, administrators, partners and assigns, **do** and **doth** by these presents severally covenant, promise, grant and agree to and with the said *T. M.* that neither we the said creditors nor any of us, nor any other person or persons for us or any of us, or by our or any of our authority, assent, consent or procurement, the said *T. M.* shall

shall or will sue, arrest, prosecute, molest, attach, trouble or incumber during the time aforesaid, but suffer him freely, peaceably and quietly, at his own free choice, election and pleasure, to go, come, abide, pass and repass at all and every time and times from the day of the date hereof unto the full end and term of 3 months as aforesaid. **And further,** we and all and every of us creditors aforesaid are agreed and contented, and do hereby severally for our selves and our several executors and administrators, partners and assigns, covenant and agree to and with the said *T. M.* that if it shall happen at any time or times hereafter, during the term aforesaid, that he the said *T. M.* is or shall be by us or any of us, or by our or any of our authority, assent, consent or procurement, contrary to the meaning hereof any wise arrested, prosecuted, molested, attached or otherwise charged, troubled or incumbered, that then the said *T. M.* his heirs, executors and administrators is and shall be, and is and are for evermore by these presents clearly acquitted, exonerated and discharged of and from him, her and them of us, by whom the said *T. M.* shall contrary and against the tenor, form and true effect of these presents be arrested, molested, prosecuted or otherwise charged, troubled or incumbered of and from all and all manner of actions, suits, claims, debts, judgments, statutes and demands whatsoever, both in law and equity, or otherwise howsoever: **Provided always** nevertheless, and these presents are upon this condition, That the said *T. M.* shall at the proper costs and charges of us the creditors aforesaid, when he shall be thereto requested, by such good and sufficient assignment or conveyance in the law, as we the said creditors or the major part of us shall direct, assign and set over unto such person or persons, as we his said creditors or the major part of us shall appoint, in trust and for the benefit and advantage of all the said *T. M.*'s creditors, in proportion to their several and respective debts, **All** the goods, wares, merchandizes, monies, debts, effects, demands and personal estate whatsoever due, owing or belonging to the said *T. M.* on the day of the date hercof; and that in default thereof, and in case of the

said *T. M.*'s neglect or refusal to execute such assignment when it shall be tendered to him for that purpose, and he shall be requested to execute the same, when these presents, and every covenant, clause, sentence and agreement herein contained, shall from and immediately after such neglect or refusal determine, and be utterly void and of none effect, as if the same had never been made or executed; any thing herein before contained to the contrary thereof in any wise notwithstanding. **And** we the said creditors, whose names are hereto subscribed and seals set, and every one of us severally for him and herself, and his and her executors and administrators, partners and assigns, do and doth hereby severally covenant promise and agree, to and with the said *T. M.* his heirs, executors and administrators, that we the said creditors, after such assignment as aforesaid shall be duly made and executed by the said *T. M.* and a full and true discovery of all the said *T. M.*'s estate shall be made to us, confirmed by his own affidavit, and the affidavits of such other persons as shall be required for our satisfaction in that behalf (in case no reasonable objection to such discovery shall appear within the said space of 3 months before-mentioned) shall and will at the end of the said months duly execute and give a sufficient general release or releases, or other discharges unto him the said *T. M.* his heirs, executors and administrators, at his or their reasonable request, of all debts, accounts, claims and demands from the beginning of the world unto the day of the date of these presents. **In witness** whereof we the said creditors of the said *T. M.* have hereunto set our hands and seals the — day, &c.

*A common letter of licence.*

**T**O all to whom these presents shall come, we whose names are under-written, creditors of *J. W.* do hereby gent. send greeting. **Whereas** the said *J. W.* is indebted to us his said creditors severally in divers sums of money, and hath not wherewithal to satisfy us at present, and we and every one of us binding to grant unto him favour and time for the payment

payment of the same; **Know ye**, that we the said creditors and every one of us being fully satisfied of the good will and desire which the said *J. W.* hath to see the said several debts and sums of money satisfied and paid, **have** given and granted, and every one of us, for himself, and for his own proper debt and duty, part and portion only, **doth** by these presents give and grant unto the said *J. W.* by whatsoever name, surname, title or addition he be called or known, sure, full and free liberty, licence and safe conduct, as much as in us severally is, that he the said *J. W.* with all his goods and chattels, debts, duties and other things whatsoever freely, peaceably and quietly at his own free choice, election and pleasure shall and may go, come, abide, pass and repass at all and every time and times from the day of the date hereof unto the full end and term of 4 years now next ensuing, and fully to be complete and ended. **And** we the said creditors and every one of us severally for himself, his executors, administrators, partners and assigns, **do** and **doth** by these presents severally covenant, promise, grant and agree to and with the said *J. W.* that neither we the said creditors nor any of us, nor any other person or persons for us or any of us, or by our or any of our authority, assent, consent or procurement, the said *J. W.* or any of his goods, chattels, debts, duties and other things whatsoever, shall or will sue, arrest, prosecute, molest, attach, trouble or incumber during the time aforesaid, but suffer him and them so that he and they freely, peaceably and quietly at his own free choice, election and pleasure, shall and may go, come, abide, pass and repass at all and every time and times from the day of the date hereof unto the full end and term of 4 years, nor compel him the said *J. W.* during the term aforesaid, to find or provide any surety or security for the satisfaction or payment of the said several debts or any of them, or any part or parcel thereof, other than all and every one of us now severally have and have for the same. **And** further, we and all and every of us creditors aforesaid, are agreed and contented, and hereby severally for our selves and our several executors

administrators, partners and assigns, covenant and agree, to and with the said *J. W.* that if it shall happen at any time or times hereafter, during the term afore- said, that he the said *J. W.* is or shall be by his body, goods or chattels by us or any of us, or by our or any of our authority, assent, consent or procurement, contrary to the true meaning hereof, any ways arrested, prosecuted, molested, attached or otherwise charged, troubled or incumbered, that then he the said *J. W.* his heirs, executors or administrators, is or shall be, and is and are for evermore by these presents clearly acquitted, exonerated and discharged of and from him and them of us, by whom the said *J. W.* shall, contrary and against the tenor, form and true effect of these presents, be arrested, molested, prosecuted, or otherwise charged, troubled or incumbered, of and from all and all manner of actions, suits, claims, debts, judgments, statutes and demands whatsoever. In witness, &c.

## *A mortgage by lease for 1000 years.*

**T**HIS indenture made, &c. Between *T. W.* of, &c. one of the sons of *H. W.* late of, &c. deceased, of the one part, and *R. L.* of, &c. yeoman, of the other part, witnesseth, that for and in consideration of the sum of 400 *l.* of lawful money of Great Britain to the said *T. W.* in hand paid by the said *R. L.* at or before the sealing and delivery hereof, the receipt whereof the said *T. W.* doth hereby acknowledge and confess, and thereof and of every part and parcel thereof doth freely, clearly and absolutely acquit exonerate and discharge the said *R. L.* his executors administrators and assigns, by these presents, he the said *T. W.* hath demised, granted and to farm letten, and by these presents doth, &c. unto the said *R. L.* his executors, administrators and assigns, **All** that messuage or tenement, and all barns, stables, edifices, buildings, gardens, orchards and back-sides thereunto belonging, together also with all lands, meadows, pastures, feedings, marsh-lands, coppice-grounds, woods and under-woods thereunto belonging, or



or therewith used, occupied or enjoyed, containing in the whole by estimation 100 acres, be it more or less, being commonly called or known by the name of *Fleetland*, situate, lying and being within the parish of — in the said county of — formerly in the tenure of occupation of — and — or one of them, but now of — his assign or assigns, and being bounded as followeth, (*viz.*) with the sea on the north and east, with the highway leading from *Farnham* to *Gosport* on the west, and with lands formerly of — gent. deceas'd, on the south parts thereof; and also all commons, common of pasture, timber, ways, waters, water-courses, rights, members, privileges, advantages, profits, emoluments and appurtenances whatsoever to the mesuage or tenement, lands, hereditaments and premises belonging or appertaining, or accepted, reputed, taken or know for or as part, parcel or member thereof; all which said premises the said *H. W.* did in and by his last will and testament bearing date on or about — give and bequeath unto the said *T. W.* and his heirs for ever; and also all other the mesuages or tenements, lands, hereditaments and premises whatsoever of him the said *T. W.* whereof or wherein the said *T. W.* or any others in trust for him, have or hath any estate of freehold or inheritance in possession, reversion, or future expectancy, situate, lying and being in the parish of — aforesaid, and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of him the said *T. W.* of, in and to the same, and all deeds, writings and evidences touching and concerning the said premises which he the said *T. W.* hath in his hands or custody, or can come by without suit in law; **to have and to hold** all and singular the said mesuages or tenement, lands, hereditaments and premises hereby demised, or meant, mentioned or intended to be hereby demised, with their and every of their rights, members and appurtenances unto the said *R. L.* his executors, administrators and assigns, from the day of the date hereof unto the full end and term of 1000 years next ensuing, and fully to be complete and ended

yielding and paying therefore yearly and every year during the said term unto the said *T. W.* his heirs or assigns, the yearly rent of one pepper-corn, at the feast of *St. Michael* the archangel, if it shall be lawfully demanded. **Provided** always, and upon this condition, that if the said *T. W.* his heirs, executors or administrators, shall and do well and truly pay or cause to be paid unto the said *R. L.* his executors, administrators or assigns, the full sum of 410*l.* of lawful money of *Great Britain*, on the 1st day of *October* next ensuing the day of the date hereof, without any deduction or abatement on any account or pretence whatsoever; that then this present indenture, and every matter, clause and thing herein contained, shall cease, determine be void and of no effect, to all intents and purposes whatsoever; any thing herein contained to the contrary in any wise notwithstanding. **And** the said *T. W.* for himself, his heirs, executors and administrators, doth hereby covenant, promise, grant and agree, to and with the said *R. L.* his executors, administrators and assigns, that he the said *T. W.* his heirs, executors or administrators, shall and will well and truly pay or cause to be paid unto the said *R. L.* his executors, administrators or assigns, the said sum of 410*l.* at the day and time before-mentioned, for payment thereof. **And** the said *T. W.* for himself, his heirs, executors and administrators, doth hereby further covenant, promise and agree to and with the said *R. L.* his executors, administrators and assigns by these presents, That he the said *T. W.* at the time of the sealing and delivery of these presents, is the true, lawful and undoubted owner of all and singular the said mesuage or tenements, lands, hereditaments and premisses hereby demised; and that he is thereof, and of every part and parcel thereof, lawfully seised of a good, sure, perfect and indefeazible estate of inheritance in fee-simple to him and his heirs, without any condition, limitation of use or uses, to alter, change, determine or make void the same; **And** also, that he hath good right, full power, and lawful authority to demise and grant the said premisses to the said *R. L.* his executors, administrators and assigns, in manner

and form aforesaid ; **And** likewise, that the said hereby granted premisses now are and be, and so shall from time to time, and all times hereafter, remain, continue and be unto the said *R. L.* his executors, administrators and assigns, for and during the said term, free and clear, and freely and clearly acquitted, exonerated and discharged of, from and against all other and former gifts, grants, bargains, sales, leases, jointures, dowers, wills, entails, statutes-merchant and of the staple, recognizances, judgments, executions, fines, post-fines, fines for contempt, forfeitures, amerciaments, rents and arrearages of rents, *liberates* and Debts of record, and of and from all other titles, troubles, charges and incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, committed, done or suffered by him the said *T. W.* his heirs or assigns, or by or with his or their assents, consents, acts, privities or procurements ; the rents and services due to the chief lord or lords of the fee or fees of the premisses always excepted and foreprised. **And** furthermore, That he the said *T. W.* and his heirs, shall and will at any time and times hereafter, within the space of 10 years next ensuing the breach of the proviso before-going, at the reasonable request, costs and charges in the law of the said *R. L.* his executors, administrators or assigns, make, do, acknowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed all and every such other and farther lawful and reasonable act or acts, deed or deeds, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying, vesting, settling and confirming the said mesuage or tenement, lands, hereditaments and premisses hereby granted, unto and upon the said *R. L.* his executors, administrators and assigns, for and during the said term of 1000 years, as by the said *R. L.* his executors, administrators and assigns, or his or their counsel learned in the law, shall be reasonably and lawfully advised or devised and required. **And** lastly, That he the said *T. W.* and his heirs, from and after the said breach, the said hereby granted premisses unto and upon the said *R. L.* his executor,

cutors, administrators and assigns, for and during the said term, against him the said *T. W.* and his heirs, and all and every other person and persons whatsoever lawfully claiming, or which shall or may at any time or times hereafter lawfully claim, from, by or under him, shall and will warrant and defend by these presents. In witness, &c.

*Mortgage by way of lease and release.* [See title **Lease and Release** for the form of a *Lease for a year.*]

**THIS** indenture made, &c. Between *E. S.* of, &c. of the one part, and *T. M.* of, &c. of the other part, witnesseth, That the said *E. S.* for and in consideration of the sum of 500 *l.* of lawful money of *Great Britain* to him in hand paid by the said *T. M.* at or before the enfealing and delivery hereof, the receipt whereof he the said *E. S.* doth hereby acknowledge, and thereof and of every part and parcel thereof doth by these presents clearly, freely and absolutely acquit, release and discharge the said *T. M.* his heirs, executors, administrators and assigns, hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release and confirm unto the said *T. M.* his heirs and assigns for ever, (in his actual possession now being by virtue of a bargain and sale to him thereof made for one whole year, by indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession,) All that mesuage or tenement, &c. All which said premises are situate, lying and being in the said tithing of *F.* within the parish of *W.* in the county of *S.* aforesaid; and the reversion and reversions, remainder and remainders, rents, issues and yearly profits thereof, and of every part thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of him the said *E. S.* of, in and to the aforesaid mesuage, cottages, gardens, lands, parcels of ground, tenements, hereditaments and premises aforesaid, and of, in and to any part and parcel thereof, and all deeds, writings, evidences, escripts

and muniments touching and concerning the premises aforesaid, or any part thereof, which are now in the hands, custody or possession of him the said *E. S.* or in the custody or possession of any other person or persons for his use, and which he can come by without suit in law; **To have and to hold** all and singular the mesuage, cottages, gardens, lands, parcels of ground, tenements, hereditaments and premises aforesaid, and every part thereof, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders thereof unto the said *T. M.* his heirs and assigns for ever, to the sole and proper use and behoof of the said *T. M.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. **And** the said *E. S.* and his heirs the aforesaid mesuage, cottages, gardens, lands, parcels of ground, tenements, hereditaments and premises aforesaid, and every part thereof, with the appurtenances unto the said *T. M.* his heirs and assigns, against him the said *E. S.* his heirs and assigns, and of, from and against all and every other person and persons whatsoever, shall and will warrant, and for ever defend by these presents. **And** the said *E. S.* doth for himself, his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said *T. M.* his heirs and assigns by these presents, in manner following, (that is to say) That he the said *E. S.* now is, and until the execution of the estate of the premises hereby granted, shall stand, continue, remain and be lawfully seised of and in all and singular the aforesaid mesuage, cottages, gardens, lands, parcels of ground, tenements, hereditaments and premises aforesaid, and every part thereof, of a good, sure, perfect, lawful, absolute and indefeazible estate of inheritance in fee simple, without any condition, power of revocation, limitation of use or uses, to alter, change, determine or make void the same, or any part thereof (except two leases made of the said two cottages herein after more particularly mentioned and excepted); **And** also that he hath good right, full power, and lawful and absolute authority to grant and convey the same in manner and form aforesaid; and further also, That



he the said *T. M.* his heirs and assigns, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy all and singular the aforesaid mesuage, cottages, gardens, lands, parcels of ground, tenements, hereditaments and premisses aforesaid, and every part thereof, with the appurtenances, without the lawful let, suit, trouble, denial, hindrance, eviction, ejection, interruption, molestation or disturbance of him the said *E. S.* his heirs or assigns, or any other person or persons whatsoever; and that clear'd, freed, acquitted and absolutely discharged of and from all and singular former or other bargains, sales, gifts, grants, leases, prior estates, settlements, judgments, mortgages, executions, jointures, dowers, titles of dower, fines, amerciaments, entails, titles, troubles, charges, annuities, and other incumbrances whatsoever, had, made, committed, done or suffered by him the said *E. S.* his heirs or assigns, or any other person or persons whatsoever (the rents and services from henceforth to grow due and payable to the chief lord or lords of the fee or fees thereof excepted and foreprised; **And also** except two leases of the said two cottages and gardens, with the appurtenances, now in the possession of the said *A. F.* and *E. C.*): **And further also**, that he the said *E. S.* and his heirs, and all and every other person and persons whatsoever lawfully claiming any estate, title or interest in or to the aforesaid premisses, or any part thereof, shall and will at all times hereafter within the space of seven years next ensuing the date hereof, upon the reasonable request of the said *T. M.* his heirs or assigns, and at the proper costs and charges in the law of the said *E. S.* his heirs or assigns, make, do, acknowledge, levy execute and suffer, or cause and procure to be made, done, acknowledged, levied, executed and suffered all and every such further and other lawful and reasonable act and acts, thing or things, device or devices in the law whatsoever for the further and better assuring and conveying of all and singular the aforesaid mesuage, cottages, gardens, lands, parcels of ground, tenements, hereditaments and premisses, and every part thereof, with the appurtenances, unto the said *T. M.* his heirs and

assigns for ever, to the sole and proper use and behoof of the said *T. M.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever, be it by any ways or means whatsoever, either by deed or upon record, as by the said *T. M.* his heirs or assigns, or his or their counsel learned in the law, shall be lawfully and reasonably advised, devised or required, so as the parties so further assuring the premises aforesaid be not compelled to travel further than the cities of *London* and *Westminster* for the doing thereof: **Provided** always nevertheless, and upon this condition, and it is covenanted, granted, declared, condescended unto and fully agreed upon, by and between the parties aforesaid, for them, their heirs, executors, administrators and assigns, and so hereby declared to be the true intent and meaning hereof, and of the parties hereunto, that if the said *E. S.* his heirs, executors, administrators or assigns, or any of them, do and shall well and truly satisfy and pay, or cause and procure to be well and truly satisfied and paid unto the said *T. M.* his executors, administrators or assigns, the full and clear sum of 515 *l.* of lawful money of *Great Britain*, at or upon the — day of *July*, which shall be in the year of our Lord — without any failure of payment, reprice, deduction, allowance or abatement whatsoever, for any cause, matter or thing whatsoever, then this present indenture, and every covenant, clause, sentence and agreement herein contained, shall cease, determine and be utterly void, frustrate, and of no effect, to all intents and purposes whatsoever, as if the same had never been made or executed; and that then and from thenceforth it shall and may be lawful to and for the said *E. S.* his heirs and assigns, into and upon all and singular the aforesaid mesuage, cottages, gardens, lands, parcels of ground, tenements, hereditaments and premises aforesaid, and every part thereof, wholly to re-enter and the same to have again, retain, repossess and enjoy, as in his or their former estate or estates; any thing in these presents contained to the contrary thereof in any wise notwithstanding. **And** the said *E. S.* doth further for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, to and with the

said

said *T. M.* his executors, administrators and assigns, by these presents, that he the said *E. S.* his heirs, executors, administrators or assigns, or some or one of them, shall and will well and truly pay, or cause and procure to be well and truly paid unto the said *T. M.* his executors, administrators and assigns, the aforesaid sum of 515 *l.* mentioned in the proviso and condition before specified, at the day and time named, set down, limited, declared and agreed upon for the payment of the same in the said proviso and condition, and according to the true intent, equitable construction and meaning thereof, without any manner of delay, reprice, deduction, fraud, abatement or defalcation whatsoever, for any matter, cause or thing whatsoever. And lastly it is covenanted and agreed, by and between the said parties to these presents, and it is the true intent and meaning hereof, and of the parties hereunto, that it shall and may be lawful to and for him the said *E. S.* his heirs and assigns, to have, hold and enjoy all and singular the said mesuage, cottages, gardens, lands, parcels of ground, tenements, hereditaments and premises aforesaid, and every part thereof, with their and every of their appurtenances, and to take and receive the rents, issues and profits thereof to his and their own proper use and uses, until default shall be made in payment of the said sum of 515 *l.* or some part thereof, contrary to the proviso and covenant above-mentioned for that purpose; any thing in these presents contained to the contrary thereof in any wise notwithstanding. In witness, &c.

*Mortgage of an advowson.*

**THIS** indenture tripartite made the 20th day of February in the 13th year of the reign of our sovereign Lord William the 3d, by the grace of God, of England, Scotland, France and Ireland King, defender of the faith, &c. *annò dom.* 1700. Between *W. F.* of — in the county of Surry, and *T. S.* of — in the county of Middlesex, esqs; of the 1st part, *R. F.* of — aforesaid, esq; of the 2d part, and *J. T.* rector of *B.* in the county palatine of *D.* clerk of the

G. A.

the

the 3d part, witnesseth, That the said *W. F.* and *T. S.* for and in consideration of the sum of 860 *l.* of good and lawful money of *England*, to them or one of them in hand paid by the said *R. F.* by the direction and appointment of the said *J. T.* testified by his being a party to these presents, and signing and sealing the same, at and before the ensembling and delivery of these presents, the receipt whereof they the said *W. F.* and *T. S.* do hereby respectively acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said *R. F.* his heirs and assigns, **All** that the advowson, donation, presentation, patronage, and right of patronage, and free disposition of the parish church of — in the said county palatine of *D.* with all profits and appurtenances whatsoever to the same in any manner belonging or appertaining: **To have and to hold** the said advowson, donation, presentation, patronage, right of patronage, and free disposition of the said church, and all and singular the premises aforesaid, by these presents granted or mentioned to be granted, with their and every of their appurtenances, unto the said *R. F.* his heirs and assigns, to the only use and behoof of the said *R. F.* his heirs and assigns for ever. **And** the said *T. S.* doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant to and with the said *R. F.* his heirs and assigns by these presents, that they the said *T. S.* and *W. F.* now have, or one of them now hath, good right, full power, lawful and absolute authority to grant, bargain and sell the said advowson and premises herein granted, or mentioned to be granted as aforesaid, with the appurtenances, unto the said *R. F.* his heirs and assigns, in manner and form aforesaid; and that the said *R. F.* his heirs and assigns, shall and may at all times hereafter, freely, quietly and peaceably have, hold and enjoy the said advowson and premises hereby granted, or mentioned to be granted, with their and every of their appurtenances, without any manner of let, suit, trouble, hindrance, molestation or interruption whatsoever of the said *T. S.* and *W. F.* or either of them, or any person or persons

sons whatsoever, lawfully claiming or to claim by, from or under them, or either of them, and freely and clearly acquitted, exonerated and discharged of and from all titles, charges, troubles and incumbrances whatsoever, had, made, committed, done or suffered by the said *T. S.* and *W. F.* or either of them, or any person or persons claiming or to claim by, from or under them, or either of them. **And** the said *T. S.* and his heirs shall and will for ever warrant and defend the said advowson and premisses herein before mentioned to be granted, bargained or sold, with their and every of their appurtenances, unto the said *R. F.* his heirs and assigns, against the said *T. S.* and his heirs, and all persons claiming or to claim by, from or under him. **Provided** always, and the said *R. F.* for himself, his heirs and assigns, doth hereby covenant, promise, grant, declare and agree, to and with the said *J. T.* his heirs and assigns, that if the said *J. T.* his heirs and assigns, shall and do well and truly pay, or cause to be paid unto the said *R. F.* his heirs, executors, administrators and assigns, the sum of 911 *l.* 12 *s.* of good and lawful money of *England*, without any manner of deduction, defalcation or abatement for or in respect of any taxes, charges, assessments or payments, ordinary or extraordinary, or otherwise howsoever, in manner and form following, *viz.* the sum of 25 *l.* 16 *s.* part thereof, upon the 19th day of *August* next ensuing the date of these presents; and the sum of 885 *l.* 16 *s.* residue thereof, on the 19th day of *February*, which shall be in the year of our Lord 1701, that then the said *R. F.* his heirs and assigns, shall and will grant and convey unto the said *J. T.* his heirs and assigns, **All** that the said advowson, donation, presentation, patronage and right of patronage, and free disposition of the parish church of — in the said county palatine of *D.* with all profits and appurtenances whatsoever to the same in any manner belonging or appertaining herein before mentioned. **In** witness, &c.



# 130 Indenture of Copartnership.

## Indenture of copartnership.

**T**HIS indenture made, &c. Between *W. B.* of, &c. taylor, of the one part, and *J. H.* of, &c. taylor, of the other part, witnesseth, That the said parties in consideration of the confidence which they have of each other's honesty, integrity and industry, and for the better augmentation of their estates and trade, have agreed, and by these presents do mutually agree to become, remain, continue and be copartners and joint-dealers together in the trade; business or occupation of a taylor for the term of 11 years, to commence and be accounted from the 1st day of *January* next ensuing the date of these presents (if both the said parties shall so long live) and that the said joint-trade shall be managed and carried on in the work-house, room or rooms belonging to the dwelling-house of the said *W. B.* situate in, &c. now used by the said *W. B.* for carrying on his own trade, or in such other room or place as the said parties shall mutually agree upon; And for the better managing and carrying on the said joint-trade, the said parties are agreed to bring in and make up a joint-stock of 1200 *l.* sterling between them, 800 *l.* thereof to be brought in and made up by the said *W. B.* for his own particular part and share; and the other 400 *l.* thereof to be brought in and made up by the said *J. H.* for his own particular part and share; and that each of the said parties shall bring in and make up the said joint-stock in the proportions aforesaid, in goods, monies, or good debts due to them respectively, on or before the 1st day of *January* next ensuing the date hereof: And if any of the debts so brought into the said joint-stock by either of the said parties, and esteemed good, shall not prove good, or the money due in respect thereof shall not be received in within the space of one year from the date hereof, that then the deficiency, occasioned thereby in each party's respective proportion hereby agreed to be brought in, shall immediately be made and supplied by such of the said parties respectively who brought such debts into the said joint-stock;

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stock; It is therefore covenanted, concluded and agreed by and between the said parties to these presents, and each of them for himself, his executors and administrators, doth covenant and agree to and with the other of them, his executors and administrators, in manner and form following, (that is to say) that the said principal stock of 1200*l.* and all other sum and sums of money which the said parties shall bring into the said stock and trade by mutual agreement between them, and the profits and increase thereof, shall be used and employed by the said parties to these presents in the aforesaid trade, business or occupation of a taylor, from time to time, during this copartnership; and that the said joint-stock, gain, proceed and increase thereof, or any part thereof, shall not at any time during this copartnership be taken out, converted, used or employed by either of the said parties, without the consent of the other of them, to, for or in any other use, intent or purpose whatsoever, (the defalcations and allowances hereafter in these presents mentioned excepted;) And also that each of the said parties respectively from time to time during the said copartnership, shall and will faithfully and truly employ and endeavour himself in and about the managing and employing the said joint-stock to and for the best and most profit, gain and advantage he may or can, and shall always from time to time pay unto the cash of the said joint-trade, and duly bring to account all monies or other things received on account of the said joint trade. And for the continuance of true and faithful dealing between the said parties, it is agreed, that the said parties shall and will at the charge of the said joint-stock, provide, use and keep during the said copartnership in the said work-house, room or place where the said joint-trade shall be managed, just and true books of accounts of, for or concerning all and every their buyings, sellings, receipts, payments, doings and dealings touching their said trade, all which shall be set down, made and passed justly, truly and faithfully, without any wilful omission or surcharge; And that for the looking after and keeping the said books of accounts, and writing out bills to the customers of the said parties,

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ties in the ſaid joint-trade, the ſaid copartners ſhall allow and pay to ſome fit and proper perſon to be from time to time choſen, pitched upon, and appointed by them mutually for that purpoſe, the annual ſalary, recompence or ſum of 10 *l.* of lawful money of *Great Britain*, to be paid quarterly to ſuch book keeper or perſon by the ſaid parties as aforeſaid, two full and equal 3d parts thereof to be allowed by the ſaid *W. B.* and the other full and equal 3d part thereof by the ſaid *J. H.* And likewiſe that all bonds, bills, ſpecialties and ſecurities which ſhall be made or taken for any goods, workmanſhip, or other things belonging to the ſaid joint-trade or copartnerſhip, ſhall be from time to time had, made and taken in the names of both the ſaid parties; and the monies therein mentioned ſhall be made due and payable to both the ſaid parties, and for their joint uſe in proportion to each perſon's ſhare in the ſaid joint-stock and trade; all which books, ſpecialties and ſecurities ſhall always remain and be kept in ſuch place or places as the ſaid parties ſhall agree upon, in ſuch ſort that each of the ſaid parties, his executors and adminiſtrators, and his and their ſervants and assigns by his or their appointment, ſhall or may, upon requeſt, have recourſe thereto, to view, peruſe and copy out the ſame, or any part thereof, as occaſion ſhall require, without any hindrance or denial of the other of them, his executors or adminiſtrators; and that all bills of parcels to be made out for goods ſold and bought by the ſaid parties ſhall be made in the name of the ſaid *W. B.* and company; and all notes and bills be in the name of the ſaid *W. B.* and company. And further it is agreed by and between the ſaid parties to theſe preſents, that each of them, ſo far as he conveniently may or can, ſhall and will deſire and take the advice and conſent of the other of them in and concerning all and every ſuch goods, monies and other things belonging to the ſaid joint-trade or occupation, as he ſhall receive in, deliver or take upon truſt or credit; and if either of them do or ſhall truſt or deliver out upon credit any of their monies, goods or eſtate in trade to any perſon or perſons of whom either of them ſhall give

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give notice or warning to the other not to trust, that then and so often he who shall so trust the same shall in lieu thereof always within six months then next ensuing, answer, satisfy and make good to the said joint stock so much lawful money of *Great Britain* as the goods or estate so by him trusted out shall amount unto, if in the mean time the same shall not be satisfied unto the said joint stock by the party to whom the same was so trusted out as aforesaid, and then such of the said parties so making satisfaction for the same, to have and to take the benefit of the said debt to his own use. **And** it is further agreed, That neither of the said parties shall or will, during the time of his copartnership, have or use any manner of trade or dealing in the said trade or occupation of a taylor, either solely by himself, or jointly with any other person or persons, but only to and for the joint use of both the said parties, their executors and administrators, without the consent of the other of them first had and obtained in writing; **And** that neither of the said parties, without the consent of the other first had and obtained in writing, shall or will become surety, or charge or bind himself for the debt, duty or affair of any other person or persons whatsoever, nor become bail or answer for the appearance or forth-coming of any other person or persons whatsoever, by means whereof the goods, debts or estate of or belonging to the said joint-trade for the particular debt, duty or affair of either of them shall be attached, seized or taken in execution in any manner of wise; and that the said joint-stock, or the proceed thereof, shall not be charged or taken in execution, or any other way prejudiced or damnified for the particular debt, duty or affair of either of the said parties; but and if the same shall so happen to be, that then the party, for whose debt, duty or affair or upon whose account the same happened, shall within 10 days then next following pay and make good unto the said joint-stock the full value in lawful money of *Great Britain* as shall be so charged upon the said stock, or which the said joint-stock shall or may be damnified thereby; and that neither of the said parties without  
the

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the consent of the other shall, during the said copartnership, lend out any of the monies which shall be in or belonging to the said joint-stock; **And** that each of the said parties, his executors and administrators, shall have such and the like share, right, title and interest of, in and to the said joint-stock, and the increase and gains that shall arise and be made of the same, and of, in and to all the monies, goods, debts, and estate which shall be from time to time in or belonging to the said joint-trade or copartnership, and in the same proportions as was or is brought in by either of the said parties to make up the said joint-stock: (that is to say) the said *W. B.* his executors and administrators, shall have two full and equal 3d parts thereof (the whole in three equal parts to be divided) to his and their own particular use; and the said *J. H.* his executors and administrators shall have the other one full and equal 3d part thereof to his and their own particular use. **And** it is further agreed upon by and between the said parties to these presents, that neither of the said parties, his executors or administrators, shall at any time or times during this copartnership, make any composition or agreement with any of the debtors to the said joint-stock for a lesser sum than the whole debt, nor release or discharge any debt or duty which shall be hereafter owing to the said joint-trade, without the consent of the other of the said parties first had and obtained in writing under his hand, unless such debt or duty be first received and brought into the said joint-stock; **And** it is also agreed, that all taxes, charges, servants wages, disbursements and expenses in carrying on the said joint-trade, and the yearly rent of 15 *l.* for the use of the said work-house, room or place where the said joint-trade or occupation shall be carried on or managed; and all debts and sums of money which shall be owing by the said parties upon account of the said joint trade during the continuance of this copartnership, shall be paid, done and sustained by the said parties, according to their respective proportions and shares of and in the said joint stock *viz.* two third parts thereof by the said *W. B.* and one third part thereof by the said *J. H.* **And** it is



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also agreed, that each of the said parties shall out of his own particular and separate estate pay all such taxes as shall be assessed on himself or his estate separate from his copartnership, and also pay and bear his own particular charge of house-keeping, lodging and diet. **And** further it is agreed upon, that neither of the said parties to these presents at any time during this copartnership, without the consent of the other of them, shall or will withdraw or diminish the principal stock, or the gains or increase of the same or any part thereof, saving that it shall and may be lawful to and for the said parties to take out of the cash or monies belonging to the said estate in trade, quarterly, the several sums following, *viz.* the said *W. B.* the sum of 25 *l.* every quarter of a year, and the said *J. H.* the sum of 12 *l.* 10 *s.* every quarter of a year during this copartnership, for their own particular and separate use and occasions; and that each of the said parties respectively, who shall so take out any such sum or sums of Money shall and will not only from time to time write or cause the same to be written in some of their books of accounts, but also allow the same upon their next accounting as part of their respective shares in the said stock and estate in trade, or the profits thereof, without fraud or deceit; and that the overplus or remainder of the profits and gain to be from time to time made and gotten by means of the said joint-trade, over and above the said quarterly allowances to each of the said parties, shall be continued in trade during and to the end of this copartnership, for the increasing and better carrying on the said joint-trade. **And** it is further agreed, that if any new credit be given in the said joint-trade to any person or persons who is or shall be indebted to the said *W. B.* for goods sold or work done before the commencement of this copartnership, then all monies to be received of such debtor or debtors shall be in the first place applied to the discharge of the debt or debts owing from such debtor or debtors to the said *W. B.* before the debt or debts owing to the said joint-trade; **And** further, that if the said parties cannot agree upon the valuation of the goods in trade belonging

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longing to the said *W. B.* which shall be in the said workhouse, room or place where the said trade shall be carried on or managed as aforesaid, at the time of the commencement of this copartnership, and which are to be part of the joint stock to be brought in by the said *W. B.* then the same shall be valued and appraised by two indifferent persons of the same trade, whereof each of the said parties to chuse one; **And moreover,** that each of the said parties to these presents shall and will at the place where the said joint-trade shall be managed for the time being, yearly and every year during this copartnership, join in an account with the other of them the said parties, in the month of *January* in every year, and shall do and perform whatsoever to him appertaineth or belongeth, and set down between them a true, plain and perfect account and reckoning in writing of, for and concerning all and every his and their buyings, sellings, receipts, payments, actings and dealings touching and concerning the said joint-trade, and of all stock, sum and sums of money, goods and other things thereunto belonging; and of all gains and increase, and the costs, charges and losses arising or sustained by reason of the same; and of all debts which shall be owing to the said parties, or by or from them due or owing to any other person or persons, or which their said stock shall be made debtor for, by which account it may appear to each of them in what condition they shall be by reason of their said joint-trade and dealings; in the making and passing of which said accounts, the several books of all and every their accounts and reckonings, and all bills, bonds, specialties, notes and assurances by them or either of them received for any debt, duty or money owing in respect of the said copartnership or joint-trade, shall be produced and shewn for either of the said parties thoroughly to view, peruse and examine; and upon the finishing every such yearly account, the same shall be written in two new books to be provided for that purpose, one of which to be kept by each of the said parties respectively, and subscribed unto by both of them, and testified by two or more credible witnesses, and shall not at any

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any time after be called in question, unless it be upon some special error or oversight therein, and discovered in the life-time of both the said parties, and whereupon their estate in the said joint trade shall be valued. And it is the agreement and true meaning of the said parties to these presents, and each of them for himself, his executors and administrators, doth covenant and agree to and with the other of them, his executors and administrators by these presents, that at the end and expiration of the term of this copartnership, if both the said parties be then living, or within one month then next following, a true, just, plain and perfect account in writing shall be made up between them at the place where the said joint-trade shall be managed, as well for and concerning all such goods, wares, money, debts and other things as shall be due or appertaining to them in respect of their said joint-trade, or then justly belonging to them; and of all debts and sums of money justly by them owing to any person or persons whatsoever, by reason of their said joint-trade; as also of all and every the gains, profits and losses thereby arising, happening or sustained, so that it may fully appear thereby what their true estate shall then be, and how much belonged to each of them; and after such account so made and perfected, in the first place they shall take, order and make provision for the due and speedy payment or satisfaction of all and every such monies and debts as shall be jointly owing by them in respect of the said joint-trade; and that then afterwards they shall make a division and partition between them of all the residue of their stock and estate in money, wares, and goods, (that is to say) two full and equal 3d parts thereof to the said *W. B.* his executors and administrators, and the remaining one full and equal 3d part thereof to the said *J. H.* his executors and administrators; and that such debts and sums of money as shall be then owing to the said parties upon their joint account by or from any person or persons whatsoever, each of the said parties to these presents, for himself, his executors and administrators, doth covenant, promise and agree to and with the other of the said parties, his executors and

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and administrators, without any wilful neglect or delay, to do and use his and their best and utmost endeavour and care for the recovery and getting-in thereof, with as much speed as conveniently they may or can, at the costs and charges of both the said parties, in proportion to their said respective shares and interest of and in the said joint-stock; and that whatsoever monies, or other satisfaction, either of the said parties, his executors, administrators or assigns, shall receive and get in of their said joint debts so to be owing to them, either of them receiving the same, shall within 10 days next after the receipt thereof, satisfy and pay unto the other of them, his executors, administrators or assigns, his or their full part, share and proportion of what shall be so received and gotten in, according to each of their respective share and interest of and in the said joint-trade, *viz.* two third parts thereof unto the said *W. B.* and one third part thereof to the said *J. H.* (the reasonable charges to be expended or laid out for the recovery of the same being first deducted thereout.) And that neither of the said parties, his executors or administrators, or any of them, shall or will discharge, release or make void any such debt or security given or entered into for any debt, duty or money until the same shall be actually received; nor shall or will obstruct, release or vacate any actions, suits or proceedings that shall be brought or prosecuted for the recovery thereof, nor compound or take part for the whole of any such debt or debts, without or against the approbation or assent of the other of them. And it is agreed, That no benefit or advantage by survivorship be had or taken by either of the said parties, his executors or administrators for or concerning the said joint-stock or trade, or the monies, wares, goods or debts thereunto belonging, otherwise than as is herein after expressed; **Provided** always, and it is fully covenanted, granted, concluded and agreed upon, by and between the said parties to these presents, for themselves, their executors and administrators, that if it shall happen during the term of this copartnership, that the said *W. B.* shall de-

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part this life, and the said *J. H.* shall him survive; and if within 30 days next after such the decease of the said *W. B.* the executor or executors, administrator or administrators of the said *W. B.* shall declare by writing under his, her or their hand or hands, and seal or seals, to be delivered to the said *J. H.* his, her or their desire and intention to hold on and continue this copartnership in the place and stead, and in the right of the said *W. B.* for the remainder of the term which shall be then to come of the said term of 11 years, that then and in such case this copartnership, or any of the covenants or agreements therein contained, shall not for such the death of the said *W. B.* determine or cease, but the same joint-trade shall continue and be managed, driven and carried on by such the executors or administrators of the said *W. B.* and the said *J. H.* from such time of the decease of the said *W. B.* and under the same terms and conditions, and in such manner and form as if the said *W. B.* had been living; any thing in these presents contained to the contrary notwithstanding. And if it shall happen in such case of the said *W. B.*'s dying first, that his executors or administrators shall not continue the copartnership during the remainder of the said term; or if the said *J. H.* shall happen to depart this life before the end of this copartnership, and the said *W. B.* him survive, that then in either of the said cases the surviving partner for and upon the considerations hereafter mentioned, shall and will have, accept and take all the whole stock, goods, wares, monies, good debts, bad and desperate debts, and other things whatsoever, which at and immediately before the time of such decease of either of them so dying, shall be in any wise appertaining to them the said copartners, or whereof or wherein they shall be interested or possessed as copartners, and in consideration thereof, and for a full recompence to be had and made to the executors or administrators of the party so dying, of and for his and their full part and proportion of the said stock and gains, the survivor of them, if it be the said *W. B.* shall and will well and truly satisfy and pay unto the executors or administrators of the party so first dying, the



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the full value of his part or share of the joint-stock, wares, goods and debts then in copartnership, according to the last general or yearly account made and cast up between them, with interest therefore from the time of the decease of the party so first dying, after the rate of 5 *l. per cent. per ann.* in lawful money of *Great Britain*, in manner and form following, (that is to say) one third part thereof within six months next after such decease; one other 3d part thereof within 12 months next ensuing such decease, and the remaining 3d part thereof within 18 months next ensuing such decease, reckoning the months according to the kalendar; and that the surviving partner shall have the benefit, to his own particular use, of all such debts as on the making of every general account yearly shall be thrown out and looked upon as bad debts, without making any satisfaction to the executors or administrators of the party first dying for any such bad debts, and therefore shall satisfy and make good the deceased party's part and share of the other debts to the executors or administrators of the party deceased, according as the same shall be valued and reckoned in the last general or yearly account made up between the said parties as aforesaid; **And** in case either of the said parties shall happen to die before the first time of making up such general or yearly account as aforesaid, and if it shall happen that the said *W. B.* shall die first, and his executors or administrators not continue the trade in partnership, according to the liberty herein before given and provided, that then the surviving partner shall satisfy and pay to the executor or administrator of the party deceased the full value of the part and share of the said joint-stock which the party deceased brought into the said copartnership, in lawful money of *Great Britain*, in manner aforesaid, with interest for the same, after the rate aforesaid, from the respective times of bringing the same into stock which shall be paid without making any deduction for the quarterly allowances before mentioned; and that the surviving partner within 14 days next after the decease of the other of them, if such surviving partner be the said *W. B.* shall by himself only, enter and become

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become bound; and if the said *J. H.* be the surviving partner, then the said *J. H.* together with two sufficient and responsible persons, shall enter and become bound with and for him to the executors or administrators of the partner deceas'd, by three several obligations under his or their hands and seals, sufficient in the law, with penalties of double the sums to be mentioned in the conditions thereof, to be duly sealed and delivered to the executors or administrators of the party deceased, for the payment of the full value in lawful money of *Great Britain* of the part or share of the said joint-stock which did belong to the party deceas'd at the times and in manner aforesaid: **And** also that the survivor shall and will, within the space of 14 days next after the decease of either of them so dying, by sufficient obligation in writing in double the sum of the debts then owing by them, in due form of law to be sealed and delivered to the executors or administrators of the party deceas'd, for the true payment, satisfaction and discharge of all the said debts and sums of money by them owing in respect of their said joint-trade, within six months then next ensuing; **And** for saving harmless the heirs, executors or administrators of the party so dying, of and from the same, according to the true meaning of these presents, upon sealing and delivery of which said bond the executors or administrators of the party so first dying shall, by writing by him, her or them, duly executed, release unto the surviving partner of all the part and share of the party deceas'd in all the monies, goods, wares, debts and other things, which at the time of such decease were in joint-trade between them, or jointly owing to them. **And** it is further agreed by and between the said parties to these presents, That the said *W. B.* shall and may employ and continue in the said joint-trade the present apprentice he now hath, upon the same terms he is under with the said *W. B.* and may also take another apprentice to be employed in the said joint-trade, and is to receive the money or other consideration, received or to be received with such apprentice or apprentices, to his own use; but he the said *W. B.* is not to exceed the number of two apprentices at one time;

nor

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nor is the said *J. H.* to receive or entertain any apprentice without the consent of the said *W. B.* and if any of the servants or apprentices of the said parties shall imbezzle or make away with any of the goods, wares or money properly belonging to the said joint-stock or trade, then such goods, wares or monies as shall be imbezzled or made away, are to be born by such of the said partners whose immediate servant or apprentice was or shall be guilty of such imbezzlement, unless the parents or friends of such servant or apprentice shall make recompence for the same: And it is also agreed, that each respective partner shall be at the sole charge of lodging, diet, and other necessities of his own servant or apprentice, And moreover it is agreed, by and between the said parties to these presents, for themselves, their executors and administrators, That if any difference, variance or controversy shall happen to arise between the said parties, their executors or administrators, for or touching any matter or thing concerning this copartnership or joint-trade, they the said parties, their executors or administrators, shall and will from time to time, as often as such difference shall happen, refer and submit themselves, and also perform and stand to the award, order and arbitrament of two indifferent men, to be indifferently chosen by the said parties, their executors and administrators, so as the same award be from time to time made and given up in writing, ready to be delivered to the said parties, their executors or administrators, within one month next after such submission, and if the said arbitrators cannot agree to make such award and determination as aforesaid, within the time before limited, that then the said parties, their executors or administrators, shall for each of their parts well and truly stand to, obey, perform and keep the umpirage, award, order and determination of such umpire as the said arbitrators shall nominate and make, so as the said umpirage of and upon the premises be by him made in writing under his hand and seal, and delivered, or ready to be delivered to the said parties, their executors or administrators, within *days* next after such umpire shall be nominated

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such arbitrators as aforesaid. **Provided** always nevertheless, and it is hereby declared to be the true intent and meaning of the said parties hereunto, that if the said *W. B.* shall be minded or desirous to quit and relinquish the copartnership hereby agreed upon at the end of the first seven years next ensuing the commencement thereof, and (both the said parties being living) he the said *W. B.* shall thereof give notice in writing signifying such his desire or intention unto the said *J. H.* by the space of — before the expiration of such first seven years as aforesaid; then and in such case this present indenture of copartnership, and every covenant, clause, sentence and agreement therein contained, shall at the end of such first seven years as aforesaid, cease, determine and be utterly void to all intents, constructions and purposes whatsoever, as if the same had never been made; any thing herein before contained to the contrary thereof in any wise notwithstanding. **In witness, &c.**

*An indenture of partnership in a contract made by one of the parties with the commissioners for victualling his Majesty's navy.*

**THIS** indenture made, &c. **Between** *P. T.* of London, merchant, of the one part, and *E. R.* of the island of *Jamaica*, merchant, now in London, for himself, and for and on the behalf of *H. L.* of the said island, merchant,) of the other part. **Whereas** the said *P. T.* did, on the — day of — last, contract and agree with the commissioners for victualling his majesty's navy, for and on the behalf of his Majesty, for furnishing all such ships and vessels of his Majesty as should come to *Jamaica*, and be in want of provisions, with good and wholesome sea victuals for the service of his Majesty's navy at the several places therein mentioned, for one year certain, from — day of — next, until six months warning should be given on either side for the determination thereof, by the said contract, a copy whereof is now delivered

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vered to the said *E. R.* more at large may appear:  
**Now this indenture witnesseth,** That it is hereby  
declared and agreed by and between the said *P. T.*  
and the said *E. R.* for himself, and for the said  
*H. L.* that the said contract, though made by and in  
the name of the said *P. T.* was, is and shall be for  
the account of the said *P. T. E. R.* and *H. L.* in the  
proportions following, *viz.* one half thereof to the  
said *P. T.* and the other half thereof for the said *E. R.*  
and *H. L.* and in like proportions, all profit and loss  
thereon accruing or happening, shall be had, received,  
paid and sustained by them the said *P. T. E. R.* and  
*H. L.* **And** it is mutually covenanted and agreed by  
and between the said *P. T.* and the said *E. R.* on the  
behalf of himself and the said *H. L.* that all monies  
necessary for carrying on the said contract shall be  
timely supplied by the said *P. T. E. R.* and *H. L.*  
in the proportions before mentioned; but in failure  
thereof by the said *E. R.* and *H. L.* and in case the  
said *P. T.* shall advance more than his proportion  
aforesaid, then the said *E. R.* and *H. L.* shall pay  
and allow the said *P. T.* interest for the same after  
the rate of 5 *l. per cent. per ann.* And that for carrying  
on the said contract no commission of any kind  
shall be charged or allowed by any of the said parties,  
nor any expence but what is absolutely necessary;  
but that each of them shall do his utmost endeavour  
to advance and promote the interest of the others  
and touching the premisses; and shall at the end  
of every 12 months from the date hereof settle and  
adjust all accounts thereof or thereunto relating; and  
that no benefit or advantage of survivorship shall be  
had or taken by any of the said parties in case of  
mortality. **And** the said *E. R.* for himself, his  
executors and administrators, and for the said *H. L.*  
his executors and administrators, doth covenant and  
agree to and with the said *P. T.* his executors, ad-  
ministrators and assigns, by these presents, that the  
said *E. R.* and *H. L.* their executors and ad-  
ministrators, shall and will transact and do all matters  
and things at *Jamaica* aforesaid towards carrying  
the aforesaid contract; and be answerable to the said



*P. T.* for all such monies as he shall advance on account thereof. And to the true performance of every thing herein contained on the part of the said *P. T.* his executors, administrators and assigns, to be done and performed, he doth bind himself, his heirs, executors and administrators, unto the said *E. R.* his executors, administrators and assigns, in the penal sum of 5000 *l.* sterling, firmly by these presents; And to the true performance of every thing herein contained on the part and behalf of the said *E. R.* and *H. L.* and each of them, their and each of their executors, administrators and assigns, to be paid, done and performed, the said *E. R.* doth bind himself, his heirs, executors and administrators, to the said *P. T.* his executors, administrators and assigns, in the like penal sum of 5000 *l.* sterling, firmly by these presents. In witness, &c.

*An indenture declaring the uses of a recovery.* [See Bargain and Sale.]

**THIS** indenture made, &c. Between *D. P.* of, &c. esq; and *C. P.* gent. only son and heir apparent of the said *D. P.* of the one part, and *R. I.* of, &c. esq; and *A. I.* of, &c. esq; of the other part. Whereas by indenture of bargain and sale bearing date the 19th day of *October* last past, and inrolled in the court of Common Pleas at *Westminster*, made between the said *D. P.* and *C. P.* of the first part, *F. W.* of, &c. gent. of the 2d part, and *H. W.* of the same place, gent. of the 3d part, the said *D. P.* did bargain and sell unto the said *F. W.* and his heirs, all that capital mesuage or tenement, with the appurtenances, called *Hellsfell-Hall*, situate and being in *Strickland Kettle*, in the parish and barony of *Kendal* in the said county of *Westmorland*, and all and singular the demesnes and demesne lands, tenements and hereditaments thereto belonging, and also all those demesnes, and demesne lands, tenements and hereditaments, called or known by the name of the demesnes of *Crook*, lying and being in the hamlet of *Crook* in the barony of *Kendall* aforesaid, now or late in the tenure or occupation of *T. M.* his under-tenants or assigns; and also all that capital mesuage

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or

or tenement in *Crook* aforesaid, now or late in the tenure or occupation of the said *T. M.* his under-tenants or assigns, and all the lands, tenements and hereditaments, called or known by the name of *Troutbeck-Park*, lying and being in *Troutbeck* in the parish of *Windermere* in the said barony of *Kendall*, now or late in the tenure or occupation of *W. T.* his undertenants or assigns; together with all and singular houses, out-houses, edifices, builings, barns, stables, gardens, orchards, tofts, crofts, arable lands, meadows, closes, pastures, feedings, commons, common of pasture, turbarry, hedges, fences, waters, water-courses, fishing places, suit soaken, woods, under-woods, mines, quarries, moors, wastes, rents, remainders, services, rights, privileges, ways, easements, profits, commodities, hereditaments and appurtenances whatsoever, to the said several capital mesuages, lands, tenements and hereditaments whatsoever, of them the said *D. P.* and *C. P.* or either of them, situate, lying and being in *Strickland-Kettle*, *Crook* and *Troutbeck* aforesaid, or any of them, or in *Kentmere* or *Windermere*, or elsewhere in the parish of *Kendall* aforesaid in the said county of *Westmorland*; **To hold** to the said *F. W.* and his heirs, to make him tenant to the *Præcipe*, to the intent a common recovery might be had and suffered of the said capital mesuages, lands and premises, which recovery was thereby declared to be to the use of such person and persons for such estate and estates upon such trusts, and under and subject to such provisoes, powers and limitations, and agreements as the said *D. P.* and *C. P.* should jointly, during their natural lives, by any deed or deeds to be by both of them duly executed in the presence of two or more credible witnesses, declare, limit or appoint concerning the same, and a common recovery of the same premises was accordingly had and suffered in the present *Michaelmas* term, upon a writ of entry returnable the last return of the same term, as by the said indenture and recovery remaining on record at *Westminster*, relation being thereunto had, may appear. **Now this indenture witnesseth**, That for making a provision of maintenance for the said *C. P.* and for settling and assuring the said capital mesuages, lands

and hereditaments comprised in the said recovery, in manner herein after-mentioned, and for and in consideration of 10 s. of lawful money of *Great Britain* to the said *D. P.* and *C. P.* in hand, at or before the sealing and delivery of these presents, well and truly paid by the said *R. I.* and *A. I.* the receipt whereof is hereby acknowledged, the said *D. P.* and *C. P.* have, and each of them hath declared, limited and appointed, and by these presents do, and each of them doth (by virtue and in execution of the power to them reserved and limited, in and by the said recited indenture of bargain and sale, and of all other powers which they or either of them have or hath in this behalf) declare, limit and appoint, that the said common recovery shall be and enure, and that the same was at the time of the suffering thereof meant and intended to be and enure to and for the uses, intents and purposes, and subject to the provisos and agreements herein after expressed concerning the same, (that is to say) **As for** and concerning all that the said capital mesuage or tenement, with the appurtenances called *Hellsfell-Hall* in *Strickland-Kettle* aforesaid, and all and singular the demesne and demesne lands, tenements and hereditaments thereunto belonging, now or late in the tenure or occupation of the said *T. M.* his under-tenants or assigns, which said farm and lands are by him rented at 80 l. per ann. to the use, intent and purpose, that the said *C. P.* and his assigns, shall and may, during the joint lives of the said *D. P.* and *C. P.* have, receive and take out of the same capital mesuage, land and hereditaments, one annuity or yearly rent-charge of 40 l. of lawful money of *Great Britain*, payable and to be paid at or in the common dining-hall of the *Inner Temple, London*, at the two most usual feasts or days of payment in the year, (that is to say) the feast of the annunciation of the blessed virgin *Mary* and of *St. Michael* the archangel, by even and equal portions, free and clear of and from all parliamentary and other taxes and deductions whatsoever; **And** to the further intent and purpose, that in case the said rent-charge or yearly sum of 40 l. or any part thereof, shall happen to be in arrear

or unpaid by the space of 21 days, next after either of the said feast-days, whereon the same is herein before reserved and made payable, that then so often and from time to time, it shall and may be lawful to and for the said C. P. and his assigns, into and upon the said capital mesuage, lands, hereditaments and premisses, charged or chargeable with the said yearly rent or sum of 40*l.* as aforesaid, and every of them, or any part thereof, to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away and impound, and in pound to detain and keep, or otherwise dispose according to law, until he the said C. P. shall be of the said rent-charge or yearly sum of 40*l.* and every part thereof so in arrear and unpaid, and of all costs and damages occasioned by reason of the non-payment thereof, contrary to the true intent and meaning of these presents, fully satisfied and paid; **And** as for and concerning the said capital mesuage or tenement called *Hellsfell-Hall*, and all and singular the demesnes and demesne land thereunto belonging, charged or chargeable with the said yearly rent or sum of 40*l.* and the remedies and means herein before provided for recovery thereof, **To the use** and behoof of the said R. I. and A. I. their executors, administrators and assigns, for and during and unto the full end and term of 500 years, to be computed from the day next before the day of the date of these presents, and fully to be complete and ended, without impeachment of or for any manner of waste upon the trusts or confidences, and to and for the intents and purposes herein after declared or expressed concerning the same, and as for and concerning as well the said capital mesuage or tenement called *Hellsfell-Hall*, and all and singular the demesnes and demesne lands thereunto belonging, charged and chargeable as aforesaid. from and after the end, expiration or other sooner determination of the said term of 500 Years, as all and singular the rest and residue of the said mesuages, lands and hereditaments comprised in the said recovery, to the only use and behoof of the said D. P. his heirs and assigns for ever, and to and for no other use, in-  
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tent and purpose whatsoever. **Provided** always, and it is hereby declared to be the true intent and meaning of these presents, and of the parties hereunto, that the said term of 500 years herein before limited in use to the said *R. I.* and *A. I.* their executors or administrators, is to them limited **upon the trusts** and confidences, and to and for the intents and purposes herein after declared or expressed concerning the same, (that is to say) that if the said yearly rent or sum of 40*l.* shall happen to be behind or unpaid by the space of three kalendar months next over or after either of the said feast-days on which the same is herein appointed to be paid as aforesaid, then and in such case the said *R. I.* and *A. I.* or the survivor of them, his executors or administrators, do and shall enter into the said capital mesuage, lands and premisses so to them limited for the said term of 500 years, and receive and take the yearly and other rents, issues and profits thereof and thereout, and therewith from time to time pay and satisfy to the said *C. P.* or his assigns, the said annual rent or sum of 40*l.* as the same shall from time to time grow due and payable, and also all costs, charges, damages and expences by him sustained for or by reason of the non-payment thereof; and after full payment made of the said annual rent or sum of 40*l.* costs, charges, damages and expences in manner aforesaid, do and shall render and pay the whole overplus and remainder of the yearly and other rents and profits of the said capital mesuage and premisses charged and chargeable with the said yearly rent or sum of 40*l.* unto the said *D. P.* his heirs or assigns, his and their own use and benefit; **And upon this further trust** and confidence, that if the said *C. P.* shall at any time hereafter put himself as clerk to any attorney at common law, to be approved of by the said *D. P.* his father, and shall continue to serve such attorney as his clerk, to the satisfaction of such attorney, and of the said *R. I.* and *A. I.* or the survivor of them for the space of three years then next ensuing, then and in such case the said *R. I.* and *A. I.* or the survivor of them, his executors or administrators, shall, by and out of the rents, issues and profits of the said



capital mesuage, lands and premisses so to them limited in use for the said term of 500 years, or by sale, mortgage or other disposition thereof, or of any part thereof, for all or any part of the said term of 500 years, levy and raise the sum of 300*l.* of lawful money of *Great Britain*, or such other sum or sums of money, as with the sum which shall have been advanced by the said *D. P.* towards placing the said *C. P.* out to such attorney as aforesaid, shall amount to the sum of 300*l.* and pay the same to the said *C. P.* in three kalendar months next after the end of the said term of three years, to enable him the said *C. P.* the better to follow his business or studies in the profession of the law: **And** upon this further trust and confidence, that if the said *C. P.* shall happen to depart this life in the life-time of the said *D. P.* then the said *R. I.* and *A. I.* their executors or administrators, shall by all or any the ways or means aforesaid, in six kalendar months next after the decease of the said *C. P.* levy and raise such sum or sums of money not exceeding in the whole the sum of 1000*l.* as the said *C. P.* by any deed or or deeds to be by him sealed and delivered, or last will and testament in writing to be by him subscribed and published in the presence of two or more credible witnesses, shall direct or appoint, and pay the same to such person or persons, and for such intents or purposes as the said *C. P.* by any such deed or deeds, or will so respectively executed, published and attested as aforesaid, shall direct or appoint; **And** upon this further trust and confidence, that if the said *C. P.* shall happen to be living at the time of the decease of the said *D. P.* then the said *R. I.* and *A. I.* their executors or administrators, shall by all or any the ways or means aforesaid levy and raise the full sum of 1000*l.* of lawful money of *Great Britain*, and pay the same to the said *C. P.* his executors or administrators, within the space of one year next after the decease of the said *D. P.* with interest for the same from the time of such decease. **Provided** always, that after the decease of the said *D. P.* and *C. P.* and full payment of the said annual rent or sum of 40*l.* and all arrears thereof,

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of, and after the said several sums of 300*l.* and 1000*l.* or such sum not exceeding 1000*l.* as shall by the said *C. P.* be appointed to be raised as aforesaid, or such of them as shall happen to become payable, shall be fully raised and paid, and the trustees charges in and about the execution of the trusts hereby in them reposed, shall be reimbursed and satisfied, the said term of 500 years shall cease, determine and be void: **And** the said *D. P.* for himself, his heirs, executors, administrators and assigns, and every of them, doth covenant, promise and grant to and with the said *C. P.* his executors and administrators, and every of them, by these presents, that he the said *D. P.* shall and will from time to time, and at all times hereafter, during the joint lives of them the said *D. P.* and *C. P.* well and truly pay or cause to be paid to the said *C. P.* or to such person or persons as he the said *C. P.* shall direct or appoint to receive the same, the said rent-charge or yearly sum of 40*l.* as the same shall grow due and payable, without any deduction or abatement as aforesaid, and according to the true intent and meaning of these presents. **And further,** That he the said *D. P.* his executors or administrators, shall and will, at the request of the said *R. I.* and *A. I.* or either of them, advance such sum of money, not exceeding 100*l.* as the said *R. I.* and *A. I.* or either of them shall think reasonable for the placing out the said *C. P.* as clerk to any such attorney as aforesaid. **Provided** also, and it is declared to be the true intent and meaning of these presents, and of the parties hereunto, that if the said *D. P.* shall at any time hereafter, during the joint lives of the said *D. P.* and *C. P.* be minded to sell or dispose of the said capital mesuage or mansion-house called *Hellsfell-Hall*, and the demesne lands and other lands thereunto belonging, comprised in the said term of 500 years, or any part thereof, and shall pay or cause to be paid into the hands of the said *R. I.* and *A. I.* or the survivor of them, his executors or administrators, the sum of 1000*l.* and also the sum of 300*l.* or such part thereof as shall then, by virtue of the trust herein before declared, remain to be raised, and

not have been raised and paid, that then and in such case the said term of 500 years herein before limited of and in the said capital mesuage, or mansion-house of *Hellsfell-Hall*, and the demesne lands, and other lands thereunto belonging shall cease, determine and be void; any thing herein declared to the contrary thereof in any wise notwithstanding. **Provided** also, and it is hereby declared and agreed, that the said sum of 1000 *l.* and 300 *l.* or so much thereof as shall be paid into the hands of the said *R. I.* and *A. I.* or the survivor of them, his executors or administrators, shall be by them, with the approbation of the said *D. P.* and *C. P.* testified by writings under their hands respectively, from time to time placed out at interest on real securities or publick funds; and that the interest of the said sum of 1000 *l.* shall, during the joint lives of the said *D. P.* and *C. P.* be paid to, or received by the said *C. P.* in lieu of the said annual rent or sum of 40 *l.* herein before provided, to be for him raised as aforesaid, and the interest of the said sum of 300 *l.* or any part thereof, so paid into the hands of the said trustees as aforesaid, shall be paid to or received by the said *D. P.* his executors or administrators, until the said principal sum of 300 *l.* shall by virtue of the trust herein before declared become payable; and the said several sums of 1000 *l.* and 300 *l.* or other sum so paid into the hands of the said *R. I.* and *A. I.* or either of them as aforesaid, shall by them or the survivor of them, his executors or administrators be applied in such manner, as concerning the said several sums of 300 *l.* or 1000 *l.* or such sum not exceeding 1000 *l.* as by the said *C. P.* shall be appointed to be raised as aforesaid (intended to be raised by virtue of the trust herein before declared of the said term of 500 Years as aforesaid) are herein before declared. **Provided** always, and lastly it is hereby declared to be the true intent and meaning of these presents, and of the parties hereunto, that the said *R. I.* and *A. I.* shall not, nor shall either of them be charged or chargeable with any sum or sums of money other than such as shall actually and respectively come to his hands by virtue of these

these presents, nor either of them, with the receipts, payments, acts or defaults of the other of them ; but each of them for and with his own receipts, payments, acts and wilful defaults only, and not otherwise, and that they or either of them shall and may retain and deduct to him and themselves all costs, charges, damages and expences as they or either of them shall expend, or be put unto in execution of any of the trusts hereby in them reposed. *In witness, &c.*

*A general release.*

**K**<sup>*now*</sup><sup>*late*</sup> *all men* by these presents, *That* *I R.A.* citizen and goldsmith of *London*, have remised, released, and for ever quit-claimed, and by these presents *do* remise, release and for ever quit-claim unto *W.K.* of *Chatham* in the county of *Kent*, esq; his heirs, executors and administrators, all and all manner of action and actions, cause and causes of action, suits, bills, bonds, writings obligatory, debts, dues, duties, accounts, sum and sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever, both in law and equity or otherwise howsoever, which against the said *W.K.* I ever had or now have ; and which I, my heirs, executors or administrators shall or may have, claim, challenge or demand, for or by reason or means of any matter, cause or thing whatsoever, from the beginning of the world unto the day of the date of these presents. *In witness, &c.*

*Release to a defendant and his bail.*

**W**hereas *R. K.* now or late of, &c. was arrested at the suit of *J. W.* of, &c. by a writ of *latitat*, returnable in his Majesty's court of King's Bench in *Michaelmas* term last, in an action upon the case for goods sold ; *And* whereas *J. W.* of, &c. and *J. L.* of, &c. became bail, and entered into a recognizance before the Lord chief justice *Lee*, for and on behalf of the said *R. K.* to the same action ; *And* whereas the said *R. K.* hath, at or before the execution

cution hereof, paid or secured to be paid unto the said *J. W.* the sum of 10*l.* of lawful money of *Great Britain*, which payment and security the said *J. W.* hath agreed to accept in full satisfaction and discharge of the debt for which the said action was brought, and in consideration thereof to release the said *R. K.* and the said *J. W.* and *J. L.* from all claims and demands on account of the premisses, or otherwise howsoever: **Now know** all men by these presents, That he the said *J. W.* in consideration of the sum of 10*l.* to him paid or secured to be paid as aforesaid, hath remised, released, and for ever quit-claimed, and by these presents **doth**, &c. unto the *R. K.* *J. W.* and *J. L.* and every of them, their several and respective heirs, executors and administrators, **All** and all manner of action and actions, cause and causes of action, suits, bills, bonds, writing obligatory, debts, dues, duties, accounts, sum and sums of money, judgments, executions, recognizances, extents, quarrels, controversies, damages and demands whatsoever both in law and equity, or otherwise howsoever, which against the said *R. K.* *J. W.* and *J. L.* or any of them, on account of the premisses, or otherwise, he the said *J. W.* ever had, and which he the said *J. W.* his heirs, executors or administrators shall or may have, claim, challenge or demand from or against the said *R. K.* *J. W.* and *J. L.* or any of them, their several and respective heirs, executors or administrators, for or by reason or means, or in respect of the premisses herein before-mentioned; any thing relating thereto, or for any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents. **In witness**, &c.

*Release by the appellant on an appeal of murder.*

**KNOW** all men by these presents, That I *E. B.* of the borough of *Leicester*, widow, late wife of *J. B.* of the same borough, mercer and ironmonger, deceased, **have** remised, released, and for ever quit-claimed, and by these presents **do**, &c. unto *C. S.* of  
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the same borough, labourer, his heirs, executors and administrators, **All** and all manner of action and actions, cause and causes of action, suits, appeal and appeals of or concerning the death of the said *J. B.* or otherwise howsoever, judgments, executions, or controversies and demands whatsoever, which against the said *C. S.* I ever had, and which I the said *E. B.* my heirs, executors or administrators shall or may have, claim, challenge or demand, for or by reason or means of any matter, cause or thing whatsoever, from the beginning of the world unto the day of the date of these presents. **And** I the said *E. B.* for my self, my executors and administrators, do hereby covenant, promise and agree to and with the said *C. S.* his executors and administrators, that I the said *E. B.* shall and will from time to time, and at all times hereafter, at the reasonable request and proper costs and charges of the said *C. S.* execute and perform all and every such act and acts, thing and things, deed and deeds in law whatsoever, for the discontinuing or discharging all and every appeal and appeals of murder, of or concerning the death of the said *J. B.* and all proceedings thereon, and for the procuring his the said *C. S.*'s enlargement and discharge out of any prison wherein he is, or shall be detained, for or on account of any such appeal or appeals, or any other matter or thing whatsoever at my suit, as by the said *C. S.* or by his counsel learned in the law, shall be reasonably advised, devised or required. **In witness** whereof I have hereunto set my hand and seal this 7th day of *August* in the 8th year of the reign of his Majesty King *George* the 2d, and in the year of our Lord 1734.

*Scaled and delivered (being  
first duly stamped) in the  
presence of*

*A release of errors on a judgment.*

**KNOW** all men by these presents, That I *S. F.* of the parish of — in the county of — dyer, have remised, released, and for ever quit-claimed, and  
by

by these presents for me, my heirs, executors and administrators, **do** remise, release, and for ever quit-claim unto *H. F.* of the parish and county aforesaid, weaver, his heirs, executors and administrators, **All** and all manner of error and errors, writ and writs of error, and all benefit and advantage thereof, and all misprisions of error and errors, defects and imperfections whatsoever, had, made, committed, done or suffered in or about touching or concerning one judgment obtained against me by the said *H. F.* as of this present *Michaelmas* term in the court of King's Bench, for 300 *l.* debt on bond, bearing date the 29th day of *October* instant, besides costs; or in or about, touching or concerning any warrant, process, declaration, plea, entry, or other proceedings whatsoever, of, or any way concerning the same. **In witness, &c.**

*Sealed and delivered, &c.*

*This release should bear date after the 1st day of the term of which the judgment is entered, to which day it has relation in law, though signed in the vacation, or else the release will be void.*

*Release to an executrix by a son of the testator.*

**KNOW** all men by these presents, That I *R. P.* of, &c. in consideration of the sum of 50 *l.* of lawful money of *Great Britain*, to me in hand paid, at or before the execution hereof, by *J. P.* of, &c. and *M.* his wife, (who is my mother, and also the widow, relict and executrix of the last will and testament of *J. P.* late of — aforesaid, fuller, my deceased father) the payment and receipt whereof I the said *R. P.* do hereby own and acknowledge, and my self to be therewith fully satisfied and contented, and for more and further good causes and valuable considerations me hereunto moving, I the said *R. P.* have remised, released and for ever quit-claimed, and by these presents **do** remise, release and for ever quit-claim unto the said *J. P.* and *M.* his wife, (executrix of the said *J. P.* deceas'd) and each of them, their and each of their heirs

heirs, executors and administrators, all and all manner of action and actions, cause and causes of action, suits, bills, bonds, writings obligatory, debts, dues, accounts, sum and sums of money, judgments, executions, quarrels, controversies, trespasses, damages and demands whatsoever; and also all and every legacy and legacies to me given or bequeathed, in and by my said deceased father *J. P.*'s last will and testament, and all other claims and demands whatsoever either in law or equity, or otherwise howsoever, which against the said *J. P.* and *M.* his wife, (as executrix of the said *J. P.* deceased, or otherwise) or either of them, I ever had or now have, and which I, my heirs, executors or administrators shall or may hereafter have, claim, challenge or demand from or against the said *J. P.* and *M.* his wife, or either of them, their or either of their heirs, executors or administrators, for or by reason of any legacy or legacies given to me by said late father's will, or of her the said *M. P.* acting in the executorship to my said deceased father, or intermeddling with his estate, or any part thereof, or any thing relating thereto, or for any matter, cause or thing whatsoever, from the beginning of the world to the day of the date hereof. *In witness, &c.*

*A release of an equity of redemption of a mortgage.*

**I**D all people to whom these presents shall come *C. W.* daughter of *F. W.* late of, *&c.* sendeth greeting. Whereas by indenture of lease dated the 27th day of *October* in the year of our Lord 1694, and in the 6th year of the reign of our late sovereign Lord and Lady King *William* and Queen *Mary*, made between *C.* earl of *D.* and *S. S.* of the parish of, *&c.* and *R. D.* of the same parish, gent. on the one part, and the said *F. W.* on the other part, they the said *C.* earl of *D. S. S.* and *R. D.* did demise, and to farm let to the said *F. W.* All that piece or parcel of ground in the parish of, *&c.* in the county of ——— situate and lying, *&c.* containing, *&c.* and all erections thereupon built, or thereafter to be built, together

ther with all ways, passages, lights, easements, profits, commodities, water-courses and appurtenances whatsoever to the said piece of ground, and premisses so demised, in any ways appertaining; **To have and to hold** the said piece or parcel of ground, and all erections and buildings thereon built or to be built, to him the said *F. W.* his executors, administrators and assigns, from the feast-day of the annunciation of the blessed virgin *Mary* last past before the date thereof, unto the full end and term of 91 years; **Yielding** and paying yearly for the first two years one pepper-corn, if lawfully demanded; and for the rest and residue of the said term yearly the rent and sum of 60*l.* of lawful money of *England*, and keeping and performing certain other covenants and conditions therein contained, as by the said indenture, reference being thereunto had, more fully may appear. **And whereas** by indenture bearing date the 1st day of *November* in the year of our Lord 1694, and in the 6th year of the reign of our late sovereign Lord and Lady King *William* and Queen *Mary*, made between *F. W.* aforesaid, on the one part, and *A. K.* of, &c. widow, on the other part, he the said *F. W.* for and in consideration of the sum of 400*l.* by her the said *A. K.* in hand paid to the said *F. W.* which sum of 400*l.* was paid accordingly, did grant, bargain, sell, assign and convey over to the said *A. K.* all the said demised piece or parcel of ground, together with a mesuage or tenement thereon erected, and all other erections and buildings thereon erected and to be erected, and all the estate, right, title, interest, property, term of years claim and demand whatsoever of him the said *F. W.* to the said demised premisses, and also the said recited indenture of lease; **To have and to hold** the said demised premisses for and during all the rest and residue of the said term of 91 years then unexpired with a proviso or condition nevertheless to be void upon the payment of the said sum of 400*l.* with interest, on a day then to come, and now long since past. **And whereas** by indenture bearing date the 23d day of *November* in the year of our Lord 1701 and in the 2d year of the reign of our late sovereign

Lady Queen *Anne*, made between *A. K.* and *F. W.* aforesaid on the one part, and *R. H.* citizen and salter of *London*, on the other part, they the said *A. K.* and *F. W.* for and in consideration of the sum of 400 *l.* of lawful money of *England*, by him the said *R. H.* in hand paid to the said *A. K.* and of the further sum of 100 *l.* of like money by him the said *R. H.* in hand paid to the said *F. W.* which sums were paid accordingly, did bargain, sell, assign and set over to the said *R. H.* his executors, administrators and assigns, all the said piece and parcel of ground, mesuage or tenement, and all and singular the premises thereto belonging, with their appurtenances; and all and singular the erections and buildings, and cellars therein and thereupon, which erections, buildings and cellars were then in the occupation of *F. W.* aforesaid, *J. S.* esq; and *C.* or some or one of them, together with the said recited indenture of lease, and all the estate, right, title, interest, term of years, claim and demand whatsoever, of them the said *A. K.* and *F. W.* in and out of the said premises; **To have and to hold** all the said demised premises to him the said *R. H.* his executors, administrators and assigns, for and during the residue and remainder of the said term of 91 years, with a proviso nevertheless to be void upon payment of 500 *l.* with interest, to the said *R. H.* by the said *F. W.* at a place and on a day therein mentioned, and then to come, and now long since past, which sum of 500 *l.* nor any part thereof, was not paid on or before the day appointed for payment thereof, by reason whereof the said premises became absolutely settled and vested in the said *R. H.* his executors and administrators, for and during the residue and remainder of the said term of 91 years. **And whereas** the said *F. W.* is since dead, having before made his will in writing, bearing date the fifth day of *November* in the year of our Lord 1712, in which he devised to his wife *M. W.* all the rents, issues and profits of all his leasehold estate, mesuages, lands and tenements whatsoever, for her own support and maintenance, and for the education and bringing up of me his daughter *G. W.* until I should arrive at the age of 16 years,



16 years, and after such age of 16 years the said rents, issues and profits, to be equally divided between me *C. W.* and his said wife *M.* during the natural life of the said *M.* and after the death of the said *M.* he devised all the said mesuages and tenements, with the leases thereof, and all the rents, issues, and profits thereof, and all his right, title, term of time, claim and demand whatsoever, to me his said daughter *C.* and to my executors, administrators and assigns for ever, as by the said will proved in the prerogative court of *Canterbury* the 28th day of *April* in the year of our Lord 1715, reference being thereto had, may appear: **And whereas** the said *M.* is since dead, whereby I am become intituled to the said mesuages, lands and tenements, and to all the right, title, interest, term of time, claim and demand whatsoever of my said late father to and out of the same: **And whereas** the said *R. A.* is since dead, and *R. H.* of *Lincoln's Inn* in the county of *Middlesex*, esq; is executor and residuary legatee of the said *R.* and thereby intituled to the premises: **Now know ye**, That for and in consideration that the said sum of 500 *l.* nor any part thereof, is not yet paid, and that the same, with the interest due thereon, amounts to as much or more than the full value of the said mortgaged premises, besides and over and above what has been received by the mortgagee out of the rents and profits of the same, and for and in consideration of the further sum of 21 *l.* of lawful money of *Great Britain* to me by the said *R. H.* in hand paid at and before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, I the said *C. W.* for my self, my executors, administrators and assigns, have remitted and released, and by these presents do remise and release to the said *R. H.* his executors, administrators and assigns, **the proviso** or condition in the said recited indenture contained, and all benefit and equity of redemption of the said mesuage, tenement and premises, by virtue or colour thereof, or otherwise howsoever, and all covenants, clauses and agreements in the same indenture comprised, which on the part of the said *R. H.* his executors, administrators and assigns

assigns, were and ought to have been performed :  
**And** I do covenant and grant for my self, my heirs,  
 executors, administrators and assigns, to and with the  
 said *R. H.* his executors, administrators and assigns, that  
 the said *R. H.* his executors, administrators and assigns,  
 shall and may from time to time, and at all times du-  
 ring the remainder of the said term of 91 years, peace-  
 ably and quietly have and enjoy, hold, occupy and  
 possess all and singular the said mesuage, tenements  
 and premisses, with the appurtenances, without the  
 let, trouble, hindrance, molestation, interruption or  
 denial of me the said *C. W.* my executors, administra-  
 tors and assigns, or of all and every person whatso-  
 ever, claiming or to claim, by, from or under me.  
**In witness, &c.**

*Release to two creditors, trustees, from the  
 debtor and the rest of the creditors. [See  
 Deed of composition.]*

**W**hereas *N. C.* citizen and weaver of *London*,  
 by a certain instrument or bill of sale, under  
 his hand and seal duly executed, bearing date the  
 12th day of *August* last past before the date hereof, did  
 bargain, sell and deliver unto *T. M.* and *C. E.* citizens  
 and silk-throwsters of *London*, the several goods fol-  
 lowing, *viz.* 37 *lb.* weight of *Bergamo* silk, a parcel  
 of counterfeit *Bologna* silk, a parcel of dy'd silk and  
 bobbins, and 150 dozen of hankerchiefs, **To hold**  
 the same unto the said *T. M.* and *C. E.* their executors,  
 administrators and assigns, to the intent and purpose  
 that they should, as soon as conveniently might be,  
 sell and dispose thereof to the most advantage; and  
 that the monies raised by sale thereof should, so soon  
 as required by the rest of the creditors of the said *N. C.*  
 be divided between them the said *T. M.* and *C. E.*  
 and the rest of the said creditors, without fraud or  
 covin, as by the said instrument (relation being there-  
 unto had) may more fully appear. **And whereas** the  
 said *T. M.* and *C. E.* in pursuance of the authority or  
 trust by the said writing given to or reposed in them,  
 have sold and disposed of the goods above-mentioned  
 to

to the best advantage they could, and divided the monies raised by sale thereof between them the said *T. M.* and *C. E.* and the rest of the creditors of the said *N. C.* herein after mentioned, and whose names are hereunto subscribed, and seals set in due proportion to the value of their severall and respective debts due from the said *N. C.* ~~Know~~ all men by these presents, That as well the said *N. C.* as also *D. H.* *J. E.* *D. B.* *N. R.* *S. B.* and *B. S.* copartners; *M. L.* *N. H.* *E. D.* *E. R.* and *W. L.* being the rest of the creditors of the said *N. C.* in consideration of the said *T. M.* and *C. E.* their having discharged the trust aforesaid, to the intire satisfaction of the said *N. C.* and his other creditors above-named, have severally and respectively remised, released, and for ever quit-claimed, and by these presents **do**, and each of them **doth** remise, release and for ever quit-claim unto the said *T. M.* and *C. E.* and each of them, their and each of their heirs, executors and administrators, all and all manner of action and actions, cause and causes of action, suits, bills, bonds, writings obligatory, debts, dues, duties, account, sum and sums of money, Judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever, both in law and equity, or otherwise howsoever, which against the said *T. M.* and *C. E.* or either of them, they or any of them ever had; and which they or any of them, their or any of their heirs, executors or administrators, shall or may have, claim, challenge or demand from or against the said *T. M.* and *C. E.* or either of them, their or either of their heirs, executors or administrators, for or by reason or means, or on account of the premises herein before mentioned, or their intermeddling in the estate of the said *N. C.* or any thing relating thereto, or for any matter, cause or thing whatsoever, from the beginning of the world unto the day of the date of these presents. **In witness** whereof the said *N. C.* and the said *D. H.* &c. have hereunto severally set their hands and seals the  
 ——— day of, &c.

## Warrants of Attorney. 163

### *Warrant of attorney to confess a judgment in the King's Bench.*

To Mr. R. C. and Mr. G. T. attornies of  
the court of King's Bench at *Westminster*,  
jointly and severally, or to any other at-  
torney of the same court.

**THESE** are to desire and authorise you the at-  
tornies above-named, or any one of you, or  
any other attorney of the court of King's Bench afore-  
said, to appear for me *A. B.* of — in the county of  
— chymist, in the said court of King's Bench, as  
of this present [or of next] *Easter* term, or any other  
subsequent term [or it may be of the last precedent  
term] and then and there to receive a declaration for  
me in an action of debt for 100*l.* money borrowed  
[or upon bond] at the suit of *S. R.* jun. of the *Soake*  
near *Winton*, grocer, and thereupon to confess the same  
action, or else to suffer a judgment by default, or other-  
wise to pass against me in the same action, and to be  
thereupon forthwith entered up against me of record  
for the said debt, besides cost of suit; and for your so  
doing this shall be to you, or any one of you, or to  
any other attorney as aforesaid, your, his, their or any  
of their sufficient warrant. **In witness, &c.**

### *Warrant of attorney to confess a judgment in the court of Common Pleas.*

To *J. S.* and *J. P.* attornies of the court of  
Common Pleas at *Westminster*, jointly and  
severally, or to any other attorney of the  
same court.

**THESE** are to desire and authorise you the at-  
tornies above-named, or any one of you, or any  
other attorney of the court of Common Pleas aforesaid,  
to appear for me *R. F.* of, &c. yeoman, in the said  
court of Common Pleas of this present *Hillary* term,  
or any other subsequent term, and then and there to  
receive

## 164 Warrants of Attorney.

receive a declaration for me in an action of debt for 25 l. 10 s. upon bond [*the date usually wrote in the margin*] at the suit of *W. M.* of, &c. victualler, and thereupon to confess the same action, or else to suffer a judgment by default, or otherwise to pass against me in the same action, and to be thereupon forthwith entered up against me of record for the said debt, besides costs of suit; and for your so doing this shall be to you, or any of you, or to any other attorney as aforesaid, yours, his, their or any of their sufficient warrant. In witness, &c.

### *Warrant of attorney to confess judgment in ejectment.*

To Mr. C. B. and Mr. A. N. attorneys of his Majesty's court of King's Bench at *Westminster*, jointly or severally, or to any other attorney of the said court.

**T**HESSE are to desire and authorise you the attorneys above named, or either of you, or any other attorney of the said court of King's Bench, to appear for me Sir A. C. of C. C. in the county of *H. bart.* in the said court of King's Bench as of last *Michaelmas* term, or any other subsequent term, and then and there to receive a declaration for me in an action of trespass and ejectment of a farm, at the suit of *D. P. gent.* as lessee of Sir *W. J. kn.* by virtue of a demise made to the said *D. P.* by the said Sir *W. J.* on the 10th day of *January* in the year of our Lord 1738, of the manor of *Luston*, with the appurtenances, and of 20 messuages, six cotages, two water-mills, two dove-houses, 20 gardens, 30 orchards, 900 acres of land, 360 acres of meadow, 1100 acres of pasture, 380 acres of wood, and 500 acres of furze and heath, with the appurtenances, in the parishes of *Luston, Eye, Burcher, Eyton, Leominster*, otherwise *Lempster Marsh, Yarpole* and *Luston* in the county of *H.* for the term of seven years, to commence from the 25th day of *December* then last past, and thereupon to confess the said action, or else to suffer judgment by default,



default, or otherwise to pass therein for the said *D. P.* to recover against me his term yet to come of and in the said manor and tenements, with the appurtenances, and to be thereupon forthwith entered up against me on record; he the said *D. P.* remitting in the said record all damages by occasion of the said trespass and ejectment, and costs of the said suit in that behalf expended; and for your so doing this shall be to you, or either of you, or any attorney as aforesaid, yours, his, their or any of their sufficient warrant. **In witness, &c.**

*A warrant of attorney to acknowledge satisfaction.*

To [*ut antea*]

**W**hereas *A. I.* widow, recovered a judgment in the said court of Common Pleas, as of *Trinity* term in the 7th and 8th years of his present Majesty's reign, against *R. P.* by the name of *R. P.* late of, &c. for the sum of 200 *l.* debt, and 50 *s.* damages; **And** whereas the said *A. J.* is since deceased, having first by the name of *A. J.* of, &c. widow, made her last will and testament, and appointed us *D. P.* of, &c. and *G. J.* of, &c. executors thereof, who have duly proved the said will: **And** whereas we the said *D. P.* and *G. J.* have been fully paid and satisfied the said debt and damages by the said *R. P.* **Now** we the said *D. P.* and *G. J.* do hereby authorize and empower you the said attornies, or any or either of you, or any other attorney of the said court, for us and in our names to acknowledge satisfaction upon record of the said judgment for the said sum of 200 *l.* debt, and 50 *s.* damages; and for your so doing this shall be your warrant. **In witness, &c.**

*A will disposing of personal estate and chattels real.*

**I**n the name of God, Amen. **I** *A. M.* of the parish of, &c. in the county of, &c. esq; although labouring

labouring at present under some indispositions of body, yet being of sound and disposing mind, memory and understanding through the mercy of God, do make and ordain this my last will and testament in manner and form following: **F**irst and principally I resign my soul with the utmost humility into the hands of almighty God my creator, humbly hoping for a blessed immortality through the merits and mediation of my blessed Saviour and Redeemer Jesus Christ; and my body I desire may be decently buried at the discretion of my executors at *B.* in the county of *N.* as near as conveniently may be to my late dear wife; **A**nd as for such temporal estate as the Lord in his great goodness and mercy hath intrusted me to be steward of, I give, devise and dispose thereof as follows. **I** give and bequeath to my worthy and highly esteemed friend Mr. *P. C.* the sum of 500*l.* **I** give unto my brother *P. M.* 1000*l.* sterling, and to my sister his wife 10*l.* sterling for mourning; **I** also give and devise unto him my said brother my mesuage or tenement wherein I now dwell, with the appurtenances, situate, &c. for the remainder of my term and interest therein, he paying the rent, and performing the covenants contained in the indenture of lease by which the same is held, which on the lessee's part ought to be paid and performed, and indemnifying my estate from and against the same. **I** give and bequeath unto my nephew *L. M.* the sum of 100*l.* sterling. **I** give to my grandson *W. M.* my diamond ring, gold watch and seals hanging thereto. **I** give to my servant *T. T.* 10*l.* sterling. **I** give my lease, mesuages, lands and tenements in or near —, &c. unto my three grand-children *R. M.* *J. M.* and *E. M.* three of the children of my son *L. M.* deceased, and to their respective executors and administrators equally to be divided between them share and share alike; And I do hereby authorize and empower my brother *P. M.* his executors and administrators, during the respective minorities of my said three grand-children *R. M.* *J. M.* and *E. M.* to let, as often as there shall be occasion, the said leasehold mesuages, lands and tenements, for any term

or number of years, not exceeding — years, at and for the most improved rent that can or may be gotten for the same; and during such respective minorities to receive all the rents for the same mesuage, lands and tenements for the benefit of my said three grand-children, according to their respective interests therein; and for non-payment of the same rents, or any of them, to bring actions or distrain, as may be thought proper; and during such respective minorities as aforesaid, I do hereby authorise and empower my said brother *P. M.* his executors and administrators, to make proper contracts and agreements for the necessary repairing the said mesuages. **And** I will, that the rents of the said mesuages, lands and tenements shall from time to time be applied for and towards the maintenance and education of my said three grand-children, together with the income of what else I shall give them by this my will; and the surplus, if any, to be preserved for their respective benefit: **All the rest**, residue and remainder of my estate, real and personal, whatsoever and wheresoever, I give, devise and bequeath to and amongst my four grand-children, that is to say, my grand-sons *W. M.* *R. M.* and *J. M.* and my grand-daughter *E. M.* the shares of my grand-sons, to be paid them at their respective ages of 21 years, and the share of my grand-daughter to be paid her at her age of 21 years, or day of marriage, which shall first happen. **And** I will that my executors shall not be answerable the one for the other, or for the act, deed or default of the other, nor shall either of them be answerable for any part of my estate but such as shall come to his respective hands. **And** I do hereby will and appoint, that my executors shall, by and out of my estate, retain and satisfy themselves all such costs and charges as they shall be put unto in the execution of this my will. **And** I do hereby revoke all other wills by me formerly made, and declare this only to be my last will and testament, **And** do appoint my said brother *P. M.* and my said grandson *W. M.* executors thereof. **In witness** whereof I the said *A. M.* have to the two first sheets of this my will set my hand, and to this third

third and last sheet my hand and seal the — day of, &c.

*Signed, sealed, published and declared by the said testator A. M. as and for his last will and testament, in the presence of us, who have subscribed our names as witnesses thereto, in the presence of the said testator.*

*A will devising an annuity issuing out of lands with power of distress and entry, devising freehold and copyhold lands, with divers limitations and remainders, and several bequests of personal legacies.*

**I**n the name of God, Amen. **I** E. D. of the parish of Great St. Helens, London, widow, being sick and weak in body, but of sound and perfect mind and memory (praised be God for the same) do make and ordain this my last will and testament in manner and form following, (that is to say) **F**irst and principally I commend my soul into the hands of almighty God my creator, hoping through the merits of Jesus Christ to obtain pardon and remission of all my sins, and to inherit everlasting life: **A**nd my body I commit to the earth to be decently buried at the discretion of my executor hereafter named, in the parish church of St. Mary Aldermary, London, as near to the body of my late dear mother E. F. of London, widow, as conveniently may be. **A**nd I order and direct my executor to give mourning and rings to such of my relations and friends as he shall think fit, and to give 10*l.* in charity to the poor of the parish where I now live; and I appoint him to expend in the charges of my funeral, and such mourning and rings and charity as aforesaid, any sum not exceeding 600*l.* sterling. **A**nd as to the worldly goods and temporal estate which God hath given me, I devise and dispose thereof as followeth: **I**mprimis, I will, order and appoint, that all

all such just debts as I shall owe at the time of my decease shall be paid and satisfied. And whereas I am seised in fee of and in certain lands, tenements and hereditaments, situate, lying and being near — in the parish of — in the county of — now in the tenure or occupation of *W. W.* and *W. S.* or their assigns, of the yearly value of 6½*l.* of lawful money of *Great Britain*, be the same more or less, I give, devise and bequeath the same unto my good friends *C. B.* of, &c. and *A. L.* of, &c. their heirs and assigns, to the use of the said *C. B.* and *A. L.* their heirs and assigns, upon the trusts and confidences herein after-mentioned, declared and expressed, (that is to say) upon trust, by and out of the rents and profits of the premises, yearly and every year to pay unto *E. W.* of *London*, spinster, the annual sum of 20*l.* of lawful money of *Great Britain* for and during the term of her natural life, upon the four most usual feasts or quarter-days of payment in the year (that is to say) the feast of the annunciation of the blessed virgin *Mary*, the nativity of *St. John* the baptist, *St. Michael* the archangel, and the birth of our Lord *Christ*, by even and equal portions, without any deduction or abatement out thereof, for or in respect of any taxes, assessments or charges imposed or to be imposed upon the premises, or any part thereof; or upon the said annuity by authority of parliament, or otherwise, or for or in respect of any other act, matter or thing whatsoever; the first payment thereof to begin and be made on such of the said feasts which shall happen next after my decease: And if it shall happen the said annual sum of 20*l.* or any part thereof shall be behind and unpaid by the space of 20 days after any of the said feasts, whereon the same is hereby made payable, that then and so often it shall and may be lawful to and for the said *E. W.* or her assigns, to enter into and upon the said lands and premises near — aforesaid, and distrain, and the distress and distresses then and there taken to lead, drive, carry away and impound, and in pound to detain until the said annual sum of 20*l.* and the arrears thereof, and the costs and charges of such distress and distresses, shall



be fully paid and satisfied. **And** if the said annual sum of 20 *l.* or any part thereof, shall be behind or unpaid by the space of 30 days after any of the feasts whereon the same is hereby directed to be paid, then I do hereby give power to the said *E. W.* or her assigns to enter on the said premisses, and take possession of the same, and the rents, issues, and profits thereof to have, take and receive to her own use, until the said annual sum of 20 *l.* and all arrears thereof then due, or which shall grow due during such possession, together with her costs, charges, damages and expences, shall be fully paid and satisfied; such possession, when taken, to be without impeachment of waste. **And** after payment of the said annual sum of 20 *l.* then upon trust to pay the residue of the rents, issues and profits of the said premisses to my loving sister *M. G.* of *London*, widow, during the term of her natural life; **And** from and immediately after the decease of my said sister *M. G.* upon trust (charged and chargeable as aforesaid) for my nephew *J. G.* gent. second son of my said sister *M. G.* (in case he shall then be living) for and during the term of his natural life; **And** from and immediately after the decease of my said nephew *J. G.* upon trust (charged and chargeable as aforesaid) for the first and other sons of my said nephew in tail male; **And** for want of such issue in trust for his daughter or daughters in tail general as tenants in common, not as joint-tenants; **And** for default of such issue upon trust to pay the rents, issues and profits of the said lands and premisses (charged and chargeable as aforesaid) for the separate use and disposal of my nieces *A.* now the wife of *S. W.* and *E.* now the wife of *W. H.* (daughters of my said sister *G.* for and during their joint lives, and to the survivor of them the said *A. W.* and *E. H.* exclusive to their respective husbands, who are to have no power to give, dispose of, or intermeddle with the same, or any part thereof; neither are the same to be liable to their or either of their husbands debts, disposal or incumbrances; **And** from and immediately after the decease of the longest liver of them the said *A. W.* and *E. H.* I direct my said trustees to settle

settle the said premisses upon the first and other sons of the said *A. W.* in tail male; **And** in default of such issue to her daughter or daughters in tail general to take as tenants in common, not as joint-tenants; **And** for default of such issue of the body of the said *A. W.* (charged and chargeable as aforesaid) unto and upon my well-beloved cousin *T. D.* of *London*, merchant, and the heirs of his body lawfully begotten or to be begotten: **And** for default of such issue of the body of the said *T. D.* (charged and chargeable as aforesaid) unto and upon the right heirs of him the said *T. D.* for ever. **And** whereas I am seised in fee of and in certain copyhold lands holden of the manor of — (which I have surrendered to the use of my will) situate, lying and being near — in the parish of — aforesaid, commonly called by the name of — now in the tenure of *W. S.* afore-named, I give and devise the said lands, by whatsoever name or names the same may be known, unto my said cousin *T. D.* and his heirs for ever, subject unto the payment of a debt of 750 *l.* and interest (for which the same already stand a security) unto my said sister *M. G.* as also to the payment of all and every such further sum and sums of money that shall be necessary for discharging of my other debts, legacies, funeral charges and expences in the execution of this my will, over and above what my personal estate will extend to satisfy. **And** I hereby order and direct my said copyhold lands, and all my jewels, rings, plate, household goods, brass, pewter and other personal estate whatsoever (except my moieties of 80 *l.* *South-Sea* stock, and 80 *l.* *South-Sea* annuity respectively hereafter mentioned, and my gold watch and wearing apparel of what kind soever, and my household linen and the calico furniture in my back room up one pair of stairs) to be sold by my said cousin *T. D.* his heirs, executors or administrators, so soon as the same conveniently may be after my decease, for the best price that he or they can get for the same; and out of the clear monies that shall be raised by the sale of my said personal estate, and of my said copyhold lands, or out of the profits of the said copyhold lands until

the same shall be sold (which I hereby appoint to be applied to the same purposes) my will and mind is, That my debts and funeral charges shall be first paid and satisfied; And out of the residue of the money, I give and bequeath unto my said cousin T. D. the sum of 100 l. of lawful money of Great Britain for his trouble in the executorship of this my will. Item, I will, order and direct my said executors to put out the residue of the monies that shall be raised by the sale of my said personal estate, (except as aforesaid) and of my said copyhold lands, or out of the rents and profits of the said copyhold lands before the sale thereof, (over and above what shall be sufficient for discharging my said debts and funeral expences, and the specific legacies therein bequeathed) at interest in government or other securities, in such manner as my said executor shall in his discretion think most fit and convenient, and to pay over the interest and produce thereof from time to time, as the same shall be received, unto my said sister M. G. for and during the term of her natural life; And from and after the decease of my said sister M. G. I appoint such interest and produce to be equally divided amongst my said nephew J. G. and my said nieces A. W. and E. H. share and share alike, and to be paid to them my said nieces from time to time by my said executor, as the same shall be received, to their own proper hands, or to such persons as they shall respectively appoint, exclusive to their respective husbands, who are to have no power to intermeddle with, charge or incumber the same: And after my said nephew, or either of my said nieces shall happen to die, I appoint the share of him or her so dying to go to, and be equally divided between the survivors of them; and after the deceases of any two of them, who shall first happen to die, then the whole interest and proceed thereof to go and be paid to the survivor of them, during the natural life of such survivor, to be paid and applied as aforesaid. And I order and direct, that the receipts in writing, and the respective hands of my said nieces A. W. and E. H. shall from time to time during and notwithstanding their coverture, be sufficient discharges

to my said executor for so much of the monies hereby appointed to be paid to them respectively, as by such receipts shall be by them or either of them acknowledged to be received; And after the deceases of my said nephew and nieces *J. G. A. W.* and *E. H.* I appoint the interest and proceed to be paid to such child or children of the body of the said *J. G.* lawfully begotten or to be begotten, as shall be then living, to be equally divided between or amongst such children, if there shall be more than one; and in case of any of their deaths, then the share or shares of him, her or them so dying, to go to the survivors and survivor of them, until such child or children who shall be a son or sons shall attain his or their age or ages of 21 years; and such child or children who shall be a daughter or daughters shall attain her or their age or ages of 21 years, or be married, which shall first happen, and then his, her or their respective share or shares of the principal money to be paid to them respectively so attaining their age or ages, or being married as aforesaid. And in case my said nephew *J. G.* shall have no children living at his death, then I appoint the interest and proceed of such monies to go and be paid to such child or children of the body of my said niece *A. W.* lawfully begotten or to be begotten, as shall be living at the decease of my said nephew *J. G.* to be equally divided between or amongst such children, if there shall be more than one. And in case of any of their deaths, then the share or shares of him, her or them so dying, to go to the survivors and survivor of them, until such child or children who shall be a son or sons, shall attain his or their age or ages of 21 years; and such child or children who shall be a daughter or daughters shall attain her or their age or ages of 21 years, or be married, which shall first happen; and then his, her or their respective share or shares of the principal money to be paid to them respectively so attaining their age or ages, or being married as aforesaid. And in case my said niece *A. W.* shall have no child living at her death, then I give the said principal money unto my said cousin *T. D.* his executors or administrators for ever. Item, I give and bequeath

bequeath unto my said sister G. all my household linen of all kinds. **Item**, I give unto my nephew Z. G. eldest son of my said sister G. the sum of 50 *l.* sterling, to be paid to him by my executor within 12 months next after my decease. **Item**, I give my gold watch herein before-mentioned unto my said cousin G. **Item**, I bequeath my wearing apparel of all sorts unto E. W. aforesaid. **Item**, I give unto the minister of the parish of — aforesaid the sum of 10 *l.* to be paid to him within one month next after my decease. **Item**, Whereas there stand in my name in the books of the *South-Sea* company 80 *l.* *South-Sea* stock, and 80 *l.* *South-Sea* annuity, one moiety or half part whereof was purchased with my own money, and the other moiety or half part thereof, with the proper money of E. W. herein before named, and was transferred to me in trust only for the said E. W. as by a note or memorandum under my hand I have acknowledged and declared: **Now** I do hereby give and bequeath my said moieties of the said *South-Sea* stock and *South-Sea* annuity unto the said E. W. and order and direct my said executor to transfer all the said 80 *l.* *South-Sea* stock, and 80 *l.* *South Sea* annuity, unto the said E. W. or such other person or persons as she shall appoint, for her own proper use and benefit, within the space of two months next after my decease. **Item**, I further order and appoint my said executor and trustees, their respective heirs, executors and administrators, out of the money that shall come to his, their or any of their hands respectively, or be by him, them or any of them raised or received out of my estate, in the first place to reimburse himself and themselves respectively all such costs, charges and expences as he or they, or any of them, shall sustain or be put to in the execution of this my will, or any of the trusts hereby reposed in him, them or any of them, or for any matter, cause or thing relating thereto. **And** my will and desire also is, that my said executor and trustees, their respective heirs, executors or administrators, shall not be charged or chargeable with, or accountable or responsible for, or liable to make good any loss that shall happen in the management or disposal of my estate,



estate, or any part thereof, he and they respectively acting *bona fide*, and according to the best of his and their discretion. **Item**, I nominate, constitute and appoint my said cousin *T. D.* sole executor of this my last will and testament. **And lastly**, I do hereby revoke, disannul and make void all other wills, bequests and legacies by me at any time heretofore made, bequeathed or given, and do make and declare this only to be my last will and testament. **In witness** whereof I the said *E. D.* the testatrix have to this my last will, [*if, as often happens, there be two parts of the will executed, say*, And to a duplicate thereof both of the same tenor and effect each] contained in five sheets of paper, to each of the said sheets set my hand, and to the top of the first sheet where the same is fix'd together, and to the last of the said sheets have put my seal this — day of — in the year of our Lord — and in the — year of the reign of King *Geor. e* the second.

*Signed, sealed, published and declared by the above-named E. D. the testatrix, to be her last will and testament, in the presence of us who subscribed our names as witnesses thereunto in her presence.*

*A codicil to a will.*

**W**hereas I *E. D.* of the parish of — *London*, widow did duly make and publish my last will and testament in writing, bearing date on or about the — day of — now last past: And thereby (among other things) after reciting, That I was seised in fee of and in certain copyhold lands holden of the manor of — (which I had surrendered to the use of my will) situate, lying and being near — in the parish of — in the county of — commonly called or known by the name of — then in the tenure of *W. S.* therein named, I gave and devised the said lands unto my cousin *T. D.* of *London*, merchant, and his heirs for ever, subject unto the payment of a debt of 750 *l.* and interest (for

which the same then stood a security) unto my sister *M. G.* of *London*, widow, as also to the payment of all and every such further sum and sums of money that should be necessary for discharging any of my other debts, legacies, funeral charges and expences in the execution of my said will, over and above what my personal estate should extend to satisfy. And I did thereby order and direct my said copyhold lands, and all my jewels, rings, plate, household-goods, bras, pewter and other personal estate whatsoever, (except as in my said will is excepted) to be sold by my said cousin *T. D.* his heirs, executors or administrators, to soon as the same conveniently might be after my decease, for the best price that he or they could get for the same; and out of the clear monies that should be raised by the sale of my said personal estate, and of my said copyhold lands, or out of the profits of the said copyhold lands until the same should be sold (which I thereby appointed to be applied to the same purposes) I declared my will and mind to be, That my debts and funeral charges should be first paid and satisfied. And I did will, order and direct my executor to put out the residue of the monies that should be raised by the sale of my said personal estate (except as aforesaid) and of my said copyhold lands, or the rents and profits of the said copyhold lands before the sale thereof, (over and above what should be sufficient for discharging my said debts and funeral expences, and the specific legacies in my said will bequeathed) at interest in government or other securities, in such manner as my said executor should in his discretion think most fit and convenient, and to pay over the interest and produce thereof from time to time, as the same should be received, unto my said sister *G.* for and during the time of her natural life; with such further limitations over, and provisions concerning the residue of the said monies and the interest and produce thereof, as in my said will are particularly mentioned and expressed: And of my said will I nominated, constituted and appointed my said cousin *T. D.* sole executor, as in my said will (relation being thereunto had) may among other things more fully

fully and at large appear. *Now* I the said *E. D.* the testatrix, do by these presents (which I appoint to be annexed as a codicil to my said will, and desire to be accepted and taken as and for part of my said will,) Give and bequeath out of the residue of the monies that shall be raised by the sale of my said personal estate (except as aforesaid) and of my said copyhold lands before the sale thereof, over and above what shall be sufficient for discharging my said debts and funeral expences, and the specific legacies in and by my said will bequeathed unto *M. T. of London*, spinster, the sum of 2*s.* per week from the time of my decease, for and during the term of the natural life of the said *M. T.* to be duly paid her by the executor of my said will on Monday morning in each and every week during the time last mentioned, without any deduction or abatement out thereof, on any account or pretence whatsoever; the first payment thereof to commence and be made on the first Monday morning after my decease. Item, I also give and bequeath out of the residue of such monies as aforesaid unto my cousin and god-daughter *J. P. of London*, widow, the sum of 20*l.* sterling, to be paid her by the executor of my said will, within one month next after my decease. In witness whereof I the said *E. D.* have to this codicil to my said will set my hand and seal the — day of — in the year of, &c.

*Signed, sealed, published and declared by the said E. D. as and for a codicil to her last will and testament, in the presence of us who subscribed our names as witnesses thereunto in her presence.*

*A short will.*

I *A. B.* of, &c. do make and ordain this my last will and testament in manner and form following. *viz.* I give and bequeath to my dear brother *R. A.* the sum of 10*l.* to buy him mourning. I give and bequeath to my son *J. A.* the sum of 200*l.* I give and be-  
I 5 queath

queath to my daughter *E. A.* the sum of 100 *l.* and to my daughter *A. A.* the like sum of 100 *l.* All the rest and residue of my estate, goods and chattels, I give and bequeath to my dear beloved wife *E. R.* whom I nominate, constitute and appoint sole executrix of this my last will and testament, hereby revoking all other and former wills by me at any time heretofore made. **In witness** whereof I have hereunto set my hand and seal the — day of — in the year of our Lord —

*Signed, sealed, &c. ut antea.*

*A nuncupative will.*

**T**HE last will of *A. B.* declared by him to *W.* of *M.* on the — day of — last, in the presence of *C. D. E. F.* and *G. H.* whose names are hereunto subscribed as witnesses thereto as follows: I give to, &c. [*the very words as near as possible.*]

*Which said will was reduced into writing on this — day of — and is attested by us the witnesses above named,*

*C. D.  
E. F.  
G. H.*

Vide Stat. 29 Car. 2. c. 3. f. 19. 4, 5 Ann. c. . f. 14.

*An acquittance or receipt for rent.*

*August 14, 1739.*

**R** Received of Mr. *W. S.* the sum of 18 *l.* being in full for half a year's rent due at *Midsummer* last.

*Richard Wilson.*

*For wages.*

*July 10, 1739.*

**R** Received of my master Mr. *T. A.* the sum of 7 *l.* 10 *s.* being in full for a year and Half's wages due this day.

Witness my hand

*Elizabeth Jones.*

*For money due to a tradesman on a bill.*

*Sept. 18, 1739.*

**R** Received of *R. H.* esq; the sum of 15 *l.* 8 *s.* 10 *d.* in full of the above bill and all demands.

*Edward Hutbins.*

*For money on account.*

*May 19, 1738.*

**R** Received of Mr. *W. S.* the sum of 10 *l.* 10 *s.* on account.

*Robert Neal.*

*For the consideration-money in a deed.*

**R** Received the day and year first within-written of the within-named *M. E.* the sum of 500 *l.* being the consideration-money within mentioned.

*Owen Roberts.*

*Affidavit*



*Affidavit that lands are free from incumbrances.*

*R. F.* of — in the county of — farmer, maketh oath, That all that mesuage or tenement, &c. (*Set forth the parcels as in the deed*) and which in and by certain indentures of lease and release bearing date respectively the — and — day of this present month of — in the year of our Lord — the said *R. F.* conveyed and made over to *R. J.* his heirs and assigns for ever, were at the time of the sealing and delivery of the said indentures free and clear, and freely and clearly acquitted and discharged of and from all and all manner of bargains, sales, gifts, grants, judgments, mortgages, releases, statutes, recognizances, estates, acts, titles and incumbrances whatsoever, had, made, done, committed, suffered or acknowledged by him the said *R. F.* or any other person or persons to his knowledge or belief, or by his order, means, authority, privity, consent or procurement; and that he the said *R. F.* was at the time of the sealing and delivery of the said indentures seised of the said premises in fee simple to him and his heirs for ever, as of a pure, free, absolute and indefeasible estate of inheritance, without any manner of condition, limitation, proviso, charge or incumbrance whatsoever, to the best of his knowledge, information and belief.

*R. J.*

*Sworn the — day of  
— in the year of  
our Lord — at,  
&c. before*

*Note;* Though such affidavits are sometimes made, I don't think they ought to be encouraged, for no person has power to administer the oath, neither can the party be indicted for perjury if the Affidavit be untrue, and therefore it is taking an oath in vain.

*Affidavit*

*Affidavit of debt in order to hold to bail.*

*As indorseees of a promissory note.*

*In the King's Bench.*

Between M. T. O. W. and D. R.

plaintiffs,

AND

G. D. defendant.

} in a plea of trespass upon the Case.

*D. R. of Cheapside, London, linen-draper, one of the plaintiffs in this cause, maketh oath, That the defendant G. D. now is and stands justly and truly indebted unto the plaintiffs M. T. O. W. and this deponent in the full sum of 200 l. sterling, as the said defendant is indorser of a promissory note; drawn and signed by J. W. for payment of 200 l. to the said defendant, or order, value receiv'd, which note hath been indorsed by the said defendant, is now become due, and is in the custody of this deponent, being the property of the said plaintiffs.*

*Sworn the — day of, &c.*

*D. R.*

*As drawee of a promissory note.*

*In the King's Bench.*

Between E. S. plaintiff,

AND

W. C. gent. defendant.

} in a plea of trespass on the case.

*E. S. of the parish of St. Mary Cole-Church, London, toy-man, plaintiff in this cause, maketh oath, That the defendant W. C. now is, and stands justly and truly indebted unto this deponent in the sum of 23 l. 14 s. sterling, upon a promissory note under the defendant's hand, dated the 17th day of May last, whereby the said defendant promised three months after date to pay to this deponent, or order, the said sum of 23 l. 14 s. value received, which note is yet wholly unpaid, and is the property of this deponent.*

*Sworn, &c.*

*For*

*For goods sold and delivered.*

*In the Common Pleas.*

*Between T. M. plaintiff,*

*AND*

*R. H. defendant.*

*} in a plea of trespass  
on the case.*

**T.** *M. of, &c. mercer, plaintiff in this cause, maketh oath, That the defendant R. H. is justly and truly indebted to this deponent in the sum of 65 l. for divers goods sold and delivered by this deponent to the said defendant.*

*Sworn, &c.*

*By an executor on a bill penal.*

*In the King's Bench.*

*Between T. C. executor of the  
last will and testament of*

*J. C. deceased, plaintiff,*

*AND*

*R. P. defendant.*

*} in a plea of debt.*

**T.** *C. citizen and scrivener of London, (sole executor of the last will and testament of J. C. late of St. Leonard Foster lane, London, goldsmith, deceased) plaintiff in this cause, maketh oath, That the defendant R. P. now is, and stands justly and truly indebted unto this deponent, (as he is executor of the said J. C.) in the sum of 24 l. 18 s. 9 d. sterling, for principal and interest due upon a certain penal bill under the said defendant's hand and seal, dated the 12th day of September, which was in the year of our Lord 1727, whereby the said defendant became bound unto the said J. C. in his life-time in the penalty or sum of 48 l. of lawful money of Great Britain, conditioned for payment of the sum of 24 l. 12 s. of like money by the said R. P. unto the said J. C. his executors, &c. on the 12th day of September then next ensuing the date thereof, as appears to this deponent by the said penal bill, and the condition thereof now*  
in

in the custody of this deponent or his attorney, and as this deponent verily believes.

Sworn, &c.

*A quaker's affirmation in order to hold to bail.*

*For the use of a house.*

*Between, &c. ut supra.*

**J. T.** of, &c. (being one of the people called quakers,) solemnly affirms, that the defendant **S. T.** is justly and truly indebted to this affirmant in the sum of 30 *l.* for the use and occupation of a certain mesuage or tenement situate in, &c. from the — day of, — 1740, to the — day of — last past.

*Affirmed, &c.*

**J. T.**

*Affidavit of the due taking of bail.*

*In the King's Bench.*

*Between, &c.*

**A. B.** of, &c. maketh oath, That the recognizance or bail-piece hereto annexed was duly acknowledged in this deponent's presence, by **C. D.** and **E. F.** the bail in the said recognizance mentioned, before **G. H.** the commissioner who took the same on the — day of — last past.

Sworn, &c.

**A. B.**

*Affidavit of justification by bail.*

*In the King's Bench.*

*Between, &c.*

**A. B.** of, &c. and **C. D.** of, &c. the bail for the defendant in this cause, severally make oath and say, and first this deponent **A. B.** for himself saith, That he is a house-keeper in **L.** aforesaid, and is worth 40 *l.* over and above what will pay all his just

just debts; and this deponent C. D. for himself saith,  
That he is a house-keeper in M. aforesaid, and is worth  
40 l. over and above what will pay all his just debts.

Sworn, &c.

A. B.

C. D.

*Of the service of a process according to the  
statute.*

*In the King's Bench.*

Between S. V. and B. S. plaintiffs, } in a plea of tref-  
AND } pass.  
C. L. and S. H. defendants.

R. R. jun. of Grey's Inn in the county of Middlesex,  
gent. maketh oath, That he this deponent did on  
Tuesday the 11th day of February instant, within the city  
of London or liberties thereof, personally serve C. L.  
one of the defendants in this cause, with the writ or  
process hereunto annexed, by delivering to him a true  
copy thereof, and at the same time shewing him the  
said writ or process; and that he this deponent did on  
Wednesday the 12th day of February instant in the fore-  
noon of the same day within the city of London or li-  
berties thereof, in like manner personally serve S. H.  
the other defendant in this cause with the said writ or  
process, by delivering to him a true copy of the writ  
or process above-mentioned, and at the same time also  
shewing him the said writ or process; on each of  
which copies so delivered to the said C. L. and S. H.  
respectively, was subscribed such English notice in wri-  
ting, as by the act of Parliament in that case made and  
provided is directed.

Sworn, &c.

R. R.

*The notice to be subscribed under process.*

A. B. you are served with this process, to the intent  
that you may by your attorney appear in his  
Majesty's court of — at the return thereof, being the  
— day of — (as the case shall happen to be) in order  
to your defence in this action.

*Affidavit*



*Affidavit of service of a declaration in ejectment.*

*In the King's Bench.*

Between { J. D. plaintiff,  
                    Against  
                    R. R. defendant.

**L.** R. of, &c. maketh oath, That he this deponent did on the — day of — last past deliver a true copy of the declaration and notice hereunto annexed to J. S. tenant in possession of the premises in the said declaration mentioned; and this deponent did at the same time acquaint the said J. S. that the same was a declaration in ejectment, and that unless he the said J. S. did appear in this honorable court on the first day of this present *Hilary* term, by some attorney of the same court, and by rule of the same court cause himself to be made defendant in the stead of the said R. R. the defendant in the said declaration, the said R. R. would suffer judgment to be signed, and the said J. S. would be turned out of possession.

*Sworn, &c.*

**L. R.**

*Affidavit of the service of a subpoena in Chancery.*

*In Chancery.*

Between { R. R. complainant,  
                    AND  
                    A. S. defendant.

**B. J.** of, &c. maketh oath, That he this deponent did on — the — day of — instant, personally serve the defendant A. S. with a *subpoena* issuing out of and under the seal of this honorable court, by delivering the said writ so under seal to the said A. S. by which writ the said A. S. was directed to appear in this honorable court on the — day of — instant, at the suit of the said R. R. as appeared to this deponent by the label of the said *subpoena*.

**B. J.**

*Sworn, &c.*

*That*

*That a corpse was buried in woollen, pursuant to the statute.*

**T.** D. of the parish of — in the county of — undertaker, maketh oath, That the body of N. H. widow, late of the parish of — which was buried at — was not wrapped in, or put into any suit, sheet or coffin, lined, faced or covered with any materials but what was made of sheeps wool only, according to the direction of an act of parliament, intituled, *An act for burying in woollen.*

Dated the — day of — in the year of our Lord —.

*Witness*

*Sworn before me*

*Certificate by the mayor of a corporation of the due execution of a deed.*

City of Coventry, **I** J. D. mayor of the city of Coventry aforesaid, do hereby certify whom it may concern, That E. H. of N. in the county of Warwick, widow, did the day of the date hereof sign, seal, and as her voluntary act and deed deliver unto J. P. of N. aforesaid, mercer, one deed or indenture, bearing even date with these presents, made or expressed to be made between the said E. H. of the one part, and the said J. P. of the other, and that she did execute the same in my presence, and in the presence of the witnesses indorsed on the back of the said indenture, and which said indenture is annexed to this present certificate: In testimony of the truth hereof I the said J. D. have hereunto put my hand, and affixed the seal of the said city and corporation this — day of, &c.

J. D. mayor.

*Certificate from the parson, church-wardens, &c. of a person's being alive.*

**W**E the rector, church-wardens and parish-clerk of the parish of — in the county of — do certify, That A. R. daughter of R. R. of, &c. and A. R. his

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This wife is now living at — on the date of these presents. Witness our hands the — day of, &c.

A. B. rector.  
C. D. } church-wardens.  
E. F. }  
G. H. parish clerk.

## A promissory note on demand.

London, Aug. 10, 1739.

I Promise to pay to Mr. William Smith, or order, 100 l. on demand, for value received by  
W. Thomson.

## A promissory note payable six months after date.

Bristol, July 8, 1738.

I Promise to pay to Mr. G. W. or order, 20 l. six months after date, for value received by me  
G. F.

## An indorsement thereon.

Sept. 20, 1738.

PAY the within contents to H. H. or order.  
G. W.

## A foreign bill of exchange.

Rotterdam, Oct. 4, 1720.

AT two usance pay this my first per exchange to Mr. Isaac le Boullenger, or order, 150 l. sterling, the value, of Mess. Daniel de la Motte and son, the value of them, and place per advice from, gentlemen,

Your humble servant

Robert Stirling.

To Mess. Baynton and } No 927.  
Shaw, merchants } Accepted Baynton  
in London. } and Shaw.

Indorse-

*Indorsement.*

**P**AY Mr. *Mathieu le Conte*, or order, value of the same.

*Isaac le Boulenger*

*Protest for non-payment by a notary public*

**O**N this day the 26th of November 1720, at the request of Mr. *Mathieu le Conte* of London merchant, I *Thomas Ruck* notary publick, admitted and sworn, dwelling in London, exhibited the original bill of exchange, whereof the copy is above-written, to Mess. *Baynton* and *Shaw*, and demanding payment of its contents, they answered, they could not at present pay the said bill by reasons they would write to the drawer; whereupon I the said notary, at the request of the said drawer, did and do solemnly protest as well against the drawer of the said bill, as all others whom it doth or may concern, for exchange and re-exchange, costs, damages and interests, suffered and to be suffered for want of payment of the said Bill: Thus protested in the presence of *William Davies* and *Nathaniel Christopher* witnesses: Which being required I do attest.

*Tbo. Ruck*, notary public, 1720

*An inland bill of exchange.*

*Carlisle*, Sept. 3. 1726. 333 l. 12 s.

S I R,

**T**WO months after date of this my first per exchange, pay to *W. F.* or order, 333 l. 12 s. sterling, for value receiv'd by, Sir,

*Your humble servants*

For Mr. *S. T.* at  
the Inner Temple,  
London.

*R. T.*  
*W. T.*

*An indorsement thereon.*

**P**AY the within contents to Mess. *Dundas* and *W. Fergusson*.

*Another*

*Another indorsement.*

**P**AY the within contents to Mess. *Daniel Alavoine*  
and company, or order, value in account.  
*Dundas and comp.*

*A protest by a notary public for non-pay-  
ment.*

**R**ECOM all men, That on this day the fifth of  
November, anno dom. 1726, British style, I *Isaac*  
*Delpech* of London, notary public, did exhibit the ori-  
ginal bill of exchange, whereof the foregoing is a  
true copy, unto Mr. *S. T.* at the *Inner Temple, London*,  
upon whom the same is drawn, and did demand  
payment of its contents, which he did not pay;  
wherefore I the said notary do hereby solemnly pro-  
test the said bill for want of payment.

*Dated in London the*  
*said 5th day of*  
*Nov. 1726.*

*In testimony of the truth,*

*I. D. Nov. 10, 1726.*

*Note; Bills of exchange drawn in England of 20 l.*  
*or upwards (in which value shall be expressed to be*  
*received) payable at a certain number of days, &c.*  
*after date, may after acceptance (in writing) and ex-*  
*piration of three days after the same shall be due, be*  
*protested by a notary publick; and in default of a*  
*notary publick the bill may be protested by any sub-*  
*stantial person of the place before two witnesses, refu-*  
*sal or neglect being first made of due payment, which*  
*protest shall be made under a copy of the bill in this*  
*Form. Stat. 9, 10 W. 3. cap. 17. Stat. 3 & 4 Ann.*  
*c. 9.*

**R**ECOM all men by these presents, That I *A. B.*  
on the — day of — at the usual place of  
abode of the — have demanded payment of the  
bill, of which the above is a copy, which the said  
— did



— did not pay; wherefore I the said — do hereby protest the said bill dated at — this — day of

No acceptance of an inland bill shall charge any person, unless under-written or indorsed: No drawer to pay costs, damages or interest thereon, unless protest be made for non-acceptance, and within 14 days after protest, the same be sent, or notice thereof given to the party from whom such bill was received, or left in writing at his usual place of abode. And if such bill be accepted, and not paid within three days after due, no drawer shall pay costs, damages or interest thereon, unless protest be made and sent, or notice given as aforesaid: Nevertheless the daver shall be liable to payment of costs, damages and interest, if any one protest be made for non-acceptance or non-payment, and notice be sent, given or left. *Stat. 3, 4 Ann. c. 9.*

*A protection by a foreign minister.*

**I** *Christian August de Johnn*, resident from his majesty the King of *Dannemarc* at the court of *Great Britain*, do hereby certify whom it may concern, that this bearer *Onslow Burriſh*, gent. is my domestick servant in quality of secretary; and therefore all officers, civil and military, are hereby required not to arrest, molest or trouble the said *Onslow Burriſh*, as they will answer the contrary at their peril, in pursuance of the act of parliament made and passed in that behalf. Given under my hand and seal of arms this 2d day of *April* 1733.

*C. A. de Johnn.*

*To all mayors, sheriffs, under-sheriffs, bailiffs, marshals, Officers, and all others whom it doth and may concern.*

*Petition*

*Petition of an apprentice complaining of not being learnt his trade, and of hard usage.*

To the worshipful justices now assembled in their general sessions of the peace at *Hicks's Hall*.

*The humble petition of J. T.*

*Sherweb,*

**T**HAT your petitioner was bound apprentice to *S. R.* now of the parish of *St. Clements Danes* in the county of *Middlesex*, clog maker, for the term of seven years, to learn his art and trade of leather clog-making; and that your petitioner has served his said master upwards of three years, and has never been taught or instructed by his said master, or any of his servants in the said business, as an apprentice ought to be; but instead thereof, whenever your petitioner desires his said master to instruct him and learn him his trade as he ought to do, he swears and curses at, and damns your petitioner, and often kicks and beats your petitioner in a barbarous manner, without any just provocation, whereby your petitioner must be inevitably ruined for want of learning his said trade, unless he can be turned over to some proper master that will instruct him therein.

Your petitioner therefore humbly prays, that your worships will take his case into consideration, and do what to your worships shall seem meet for your petitioner's relief.

*And your petitioner shall ever pray, &c.*

4

*J. T.*

*Order*

*Order for the master to attend.*

*Middlesex.* At the general sessions of the peace of our sovereign Lord the King, holden for the county of *Middlesex* at *Hicks's Hall* in *St. John's Street* in the county aforesaid, on *Monday* the 5th day of *September* in the 11th year of the reign of our sovereign Lord *George II.* King of *Great Britain*, &c.

**I**t is ordered by this court, That the within-named *S. R.* have notice of this petition, and that he and all persons concerned do attend this court on *Saturday* the 17th day *September* instant, at 10 of the clock in the forenoon, to hear and abide the judgment and determination of this court, touching the Matters contained in the said petition.

By the court.

*Walter.*

*Petition of a prisoner to be discharged on  
surrendring up his effects, pursuant to the  
act for relief of debtors, &c.*

To Sir *T. A.* knt. steward of his majesty's court of, &c.

*The humble petition of J. D.*

*Sheweth,*

**T**HAT your petitioner is a prisoner in the prison of the said court at the suit of *P. C.* and now stands charged in execution for a debt not exceeding 100 *l.* That your petitioner hath no estate or effects whatsoever, other than what is contained in this his schedule or inventory, except bed, bedding and wearing apparel for himself and his family, and the tools and instruments of his trade or calling, not exceeding 10 *l.* in value in the whole; which said inventory is as follows, *viz.*

# Petitions.

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Debtors names and places of abode.	Sums owing.	How due	Witnesses to prove the same.
A. R. De Rivera at Mr. M. silver- smith in, &c.	$\left. \begin{array}{l} \text{L. } 46 \\ \text{s. } 13 \end{array} \right\}$	Work done	The said Mr. M. and his Son.

Therefore your petitioner most humbly prays  
your honour will be pleased to grant your  
petitioner a rule of this court in order to ob-  
lige the plaintiff to shew cause why your  
petitioner should not be discharged pursuant  
to the act for the relief of debtors, with  
respect to the imprisonment of their persons.

*And your petitioner as in duty bound shall ever pray, &c.*

J. D.

## *Affidavit of a debt in order to the suing out a commission of bankruptcy.*

P. L. of, &c. taylor, maketh oath, and saith, That  
P. C. late of, &c. hair-seller, is justly and truly  
indebted to this deponent in the sum of 222 l. of law-  
ful money of Great Britain, and that the said P. C.  
has become a bankrupt within the intent and meaning  
of some or one of the acts of parliament now in force  
concerning bankrupts, as this deponent is informed  
and verily believes.

*Sworn, &c.*

## *The petition for a commission of bankruptcy.*

To the right hon. Charles Lord Talbot, baron of Hen-  
sol, Lord high chancellor of Great Britain.

**I**n all humble manner complaining, sheweth unto  
your lordship, your orator P. L. of, &c. taylor,  
as well for himself as for all other the creditors of  
P. C. late of, &c. hair-merchant; That whereas the  
said P. C. using and exercising the trade of merchan-  
dize by way of bargaining, exchange, bartering and  
cheviance,

K

chevifance, seeking his trade of living by buying and selling; upon juſt and good cauſes, for wares and merchandizes to him ſold and delivered, and alſo for ready money to him lent, being indebted unto your orator in the ſum of 100 *l.* or upwards, of late, that is to ſay about — ſince, did become bankrupt within the ſeveral ſtatutes made againſt bankrupts, to the intent to defauld and hinder your ſaid orator, and others his creditors, of their juſt debts and duties to them due and owing (that is to ſay) within the ſtatute made in the parliament began and holden at *Westminster* the ſecond day of *April* in the 13th year of the reign of *Elizabeth*, late Queen of *England*, concerning bankrupts; **And** within the ſtatute made in the parliament begun and holden at *Westminster* aforeſaid, the 19th day of *March* in the firſt year of the reign of the late King *James* the firſt of *England*, *France* and *Ireland*, and of *Scotland* the 37th, intituled, An act for the better relief of the creditors of ſuch as ſhall become bankrupts; **And** alſo within the ſtatute made in the parliament begun and holden at *Westminster* aforeſaid, the 19th day of *February* in the 21ſt year of the reign of the ſaid late King *James* the firſt of *England*, *France* and *Ireland*, and of *Scotland* the 57th, intituled, An act for the further deſcription of a bankrupt, and relief of creditors againſt ſuch as ſhall become bankrupt, and for inflicting corporal puniſhments upon the bankrupts in ſome ſpecial caſes; **And** alſo within the ſtatute made in the parliament begun and holden at *Westminster* aforeſaid the 23d day of *January* in the firſt year of the reign of his preſent Maſteſty King *George* the ſecond, intituled, An act to prevent the committing of frauds by bankrupts; or within ſome or one of them. **In tender conſideration** whereof, **May it pleaſe your Lordſhip** to grant unto your orator his maſteſty's moſt gracious commiſſion to be directed to ſuch and ſo many wiſe, honeſt and diſcreet perſons as to your Lordſhip ſhall ſeem meet, authorizing them thereby not only concerning the ſaid bankrupt, his body, lands, tenements, freehold and cuſtomary goods, debts, and other things whatſoever, but alſo concerning all other perſons who by conceal-



concealment, claim or otherwise do or shall offend touching the premises, or any part thereof, contrary to the true intent and meaning of the said statutes, to do and execute all and every thing and things whatsoever, as well for and towards satisfaction and payment of the said creditors, as towards and for all other intents and purposes, according to the ordinance and provision of the same statute.

*And your orator shall ever pray, &c.*

The Fiat.

March 12, 1735.

*Let a commission issue as prayed,  
and directed to T. L. E. S.  
J. H. Esqrs J. W. and A. H.  
gent.*

*Talbot C.*

*Bond to the Lord Chancellor on the issuing  
a commission of bankruptcy.*

**Know** all men, by these presents, That I *J. O.* of *F.* in the county of *M.* salesman, am held and firmly bound unto the right hon. *Philip Lord Hardwick, Baron Hardwick, Lord high chancellor of Great Britain,* in 200 *l.* of lawful money of *Great Britain,* to be paid to the said Lord Chancellor, his certain attorney, executors, administrators or assigns, to which payment well and truly to be made I bind my self, my heirs, executors and administrators, and every of them firmly by these presents, sealed with my seal, dated, &c.

**THE** condition of this obligation is such, That if the above-bound *J. O.* shall prove as well before the major part of the commissioners to be appointed in a commission of bankruptcy against *P. C.* of the parish of *St. L.* in the said county of *M.* butcher, as upon a trial at law in case the due issuing forth of the said commission shall be contested and tried, that the said *P. C.* is indebted unto the said *J. O.*

in the sum of 100 *l.* or upwards, and is become bankrupt within some or one of the statutes in force concerning bankrupts; and if the said *J. O.* shall cause the said commission to be executed according to the directions of an act of parliament made in the fifth year of the reign of his said Majesty King George the second, intituled, An act to prevent the committing of frauds by bankrupts, then this obligation to be void.

*Sealed and delivered in  
the presence of*

*P. D.*

*W. H.*

*J. O.*

*An affidavit in order to the obtaining letters patent for the sole use of an invention.*

*B. H.* of, &c. maketh oath, That *J. H.* esq; her late husband, was the first and only inventor and maker of rolled iron plates tinned over, and that she his sole executrix hath since carried it to greater perfection; and that no person had attempted to make the same in this Kingdom before her said late husband, to the best of this deponent's knowledge and belief.

*Sworn the — day of  
— 1735, at the  
public office, before  
me*

*B. H.*

*R. H.*

*A petition to the King for letters patent for the sole use of an invention.*

To the King's most excellent Majesty.

*The humble petition of B. H. widow, and sole executrix of J. H. esq; lately deceased.*

*Sheweth,*

**T**HAT her said late husband having for many years carried on a considerable iron work in this kingdom, and having observed with great concern

cern that vast quantities of a certain commodity consisting of rolled iron plates tinned over, was usually imported into this kingdom, for which considerable sums of money have been continually paid to foreigners, and being desirous to save so great an expence to this kingdom, and at the same time to be a means of employing a considerable number of your Majesty's poorer subjects, your petitioner's said late husband did, after many assays, at a very great expence of money, time and labour, succeed so well in the said undertaking, that he discovered methods for making the said commodity.

That though he had spent many years in endeavouring to bring the same to perfection, and made great progress in it, yet he unfortunately died before he had thoroughly compleated the same; however the said manufacture hath been since carried on by your petitioner to greater perfection, and is now finished in a more beautiful, correct and useful manner than any that have been imported.

Wherefore your petitioner (whom he has left sole executrix) makes this her humble application to your Majesty to pray that in regard to the great advantage arising to this kingdom from the said invention, and to the great expences and many years labour as well of her said late husband as her own, to render the same perfect and compleat, That your Majesty will be graciously pleased to grant to your petitioner your royal letters patent to secure the sole use and benefits thereof to her and her assigns for the term of 14 years, as usual on the like occasion.

*And your petitioner shall ever pray, &c.*

*A single recognizance taken before a justice of peace, by a principal.*

Middlesex, **B**E it remembered, That on the — day of — in the — year of the reign of our sovereign Lord King George the second,  
K 3 A. B.

*A. B.* of — in the county of — aforesaid, came before me *T. D.* esq; one of the justices of our said Lord the King, assigned to keep the peace in the county aforesaid, and acknowledged himself to be indebted to our said Lord the King in 20*l.* of good and lawful money of *Great Britain*, to be made of his goods and chattels, lands and tenements, to be levied to the use of our said Lord the King, his heirs and successors, if the said *A. B.* shall make default in the condition here under-written.

*Another, by principal and bail.*

*Lincoln.* **B**E it remembered, That on the — day of — in the — year of our sovereign Lord King *George* the second, came personally before me *R. R.* esq; one of his Majesty's justices of the peace for the county of *Lincoln* aforesaid, *W. T.* of, &c. husbandman, and *J. R.* of, &c. yeoman, and became bail, and each of them separately became bail under the penalty of 20*l.* of good and lawful money of *Great Britain*, for *J. W.* of, &c. yeoman; and the said *J. W.* undertook for himself, under the penalty of 40*l.* of like lawful money, which said several sums they acknowledged, and each of them as aforesaid acknowledged to owe to our said Lord the King, to be made of their goods and chattels, lands and tenements, and to be levied to the use of our said Lord the King his heirs and successors, if the said *J. W.* shall make default in performing the condition under-written.

*A condition to keep the peace.*

**T**HE condition of this recognizance is such, That if the above-bounden *A. B.* shall personally appear before the Justices of our sovereign Lord the King, at the next general quarter-sessions of the peace to be holden for the county of *Middlesex* aforesaid, to do and receive what the court shall then and there injoin, and shall in the mean time keep the peace of our sovereign Lord the King, towards the  
King's

King's Majesty and all his liege subjects, and especially towards *L. M.* of, &c. then this present recognizance to be void, or else to remain in full force and virtue.

*A condition for good behaviour.*

**T**HE condition of this recognizance is such, That if the above bounden *L. M.* shall personally appear before the justices of our sovereign Lord the King at the next general sessions of the peace to be holden for the county of, &c. to do and receive what the court shall then and there injoin him, and in the mean time be of good behaviour and keep the peace of our sovereign Lord the King towards his said Majesty, and all his liege people; then, &c.

*A condition to prefer a bill of indictment, and give evidence against a prisoner.*

**T**HE condition of this recognizance is such, That whereas one *N. R.* of, &c. labourer, was this day brought before the said Justice by the above-bound *L. P.* and was by him charged with feloniously taking of one silver cup and two silver spoons, the goods of him the said *L. P.* and thereupon was committed by the said justice to his Majesty's gaol; If therefore he the said *L. P.* shall and do, at the next general gaol-delivery to be holden for the county aforesaid, prefer or cause to be preferred one bill of indictment of the said felony against the said *N. R.* and shall then also give evidence there concerning the same, as well to the jurors that shall then inquire of the said felony, as also to them that shall pass upon the trial of the said *N. R.* then, &c.

*Or thus, to give evidence.*

**T**HE condition, &c. That if the above-bounden *L. M.* do at the next general sessions, &c. give such evidence as he knoweth against *M. M.* now prisoner in the gaol of, &c. concerning certain felonious Acts by him committed; then, &c.



*Of recording and inrolling deeds.*

**W**HEN a deed is to be inrolled, it must first be acknowledged by the party or parties, or one of them, who grant and convey the estate, either in court or before some judge of the same, at his chambers or on the circuit.

When the same is acknowledged, the acknowledgment thereof must be wrote at the bottom or on the margent of the deed in this form :

*This indenture was acknowledged by M. K. esq; therein mentioned, who prayed that the same might be inrolled; on the 21st day of January 1738, before*

W. L.

This acknowledgment must be signed by the judge, and then the deed must be ingrossed on rolls of the courts beginning with one of the following *memorandums*, as the case shall happen.

*The entry of the inrolment of a deed when the same is acknowledged in court.*

As yet of Hilary term (as the term shall be)  
Witness Sir W. L. knt.

*England, to wit,* **B**E it remembered, That on *Wednesday* next after the octave of St. Hilary in this same term, before our Lord the King at *Westminster*, came W. S. of, &c. esq; in his proper person, and brought here into the court of our said Lord the King then there a certain indenture, which he acknowledged to be his deed, and prayed that the same indenture as his deed might be inrolled of record before our said Lord the King at *Westminster*, and it is inrolled in the following words; *To wit,* This indenture, &c. (the deed *verbatim*)

*The*

*The Entry where the indenture is acknowledged before the chief justice at his chambers.*

England, to wit, **B**E it remembered, That on, &c. in this same term, before our Lord the King at *Westminster*, Sir W. L. knt. chief justice of our said Lord the King, assigned to hold pleas, before the King himself, here records, That on the 10th day of *December* last past, R. F. of, &c. esq; in his proper person, came before the said chief justice at his chambers, situate in *Serjeants Inn* in *Chancery-lane*, and brought before the said chief justice then there a certain indenture which he acknowledged to be his deed, and prayed that the said indenture as his deed might be inrolled of record in the court of our said Lord the King before the King himself at *Westminster*; and which said indenture the aforesaid chief justice by his own proper hands now delivers here into court to be inrolled in form aforesaid, and it is inrolled in the following Words; *To wit*, This indenture, &c.

*The entry where the deed is acknowledged before a puisne judge in the country.*

England, to wit, **B**E it remembered, That on *Monday* next after three weeks from the day of *St. Michael* in this same term, before our Lord the King at *Westminster*, Sir E. P. knt. one of the justices of our said Lord the King, assigned to hold pleas before the King himself, records, That on the fifth day of *August* last past at *Shrewsbury* in the county of *Shrewsbury* came T. D. of, &c. gent. and brought before the said justice then there a certain indenture, which he acknowledged to be his deed, and prayed that the said indenture as his deed might be inrolled of record in the court of our said Lord the King, before the King himself at *Westminster*, which said indenture the aforesaid justice now delivers into court by his own proper hands in form aforesaid to be inrolled;

and it is inrolled in the following words; To wit,  
This indenture, &c.

*You then indorse on the back of the deed as follows:*

**I**Nrolled in the court of our Lord the King, before the King himself at *Westminster*, of *Hilary term*, (as the term is) in the 13th year of the reign of our sovereign Lord George the second, King of Great Britain, &c.

### *Of the four terms.*

*The four terms in the year are Michaelmas term, Hilary term, Easter term, and Trinity term.*

**M**ichaelmas term begins the 23d day of *October*, if not *Sunday*, and if *Sunday* then the day after, and ends on the 28th day of *November*, if not *Sunday*, and then on the 29th.

*Hilary term* begins the 23d day of *January*, unless the same be a *Sunday*, and then on the 24th, and ends on the 12th day of *February*, if the same be not *Sunday*, and then it ends on the *Monday* following.

*Easter term* begins the *Wednesday* fortnight, or 17 days after *Easter*, and ends on *Monday* before *Whit-Sunday*.

*Trinity term* begins the next day after *Corpus Christi* day, being the *Friday* after *Trinity Sunday*, and ends the *Wednesday* fortnight after it begins.

*Michaelmas term contains five weeks and two days, and hath six returns.*

### *By original.*

1. From the day of *St. Michael* in three weeks.
2. From the day of *St. Michael* in one month.
3. On the morrow of *All Souls*.
4. On the morrow of *St. Martin*.
5. On the octave of *St. Martin*.
6. From the day of *St. Martin* in 15 days.

*By bill.*

1. On *Monday* next after three weeks from the day of *St. Michael*.
2. On           next after one month from the day of *St. Michael*.
3. On           next after the morrow of *All Souls*.
4. On           next after the morrow of *St. Martin*.
5. On           next after the *octave* of *St. Martin*.
5. On           next after 15 days from the day of *St. Martin*.

*Hilary Term contains three complete weeks, and hath four returns.*

*By original.*

1. On the *octave* of *St. Hilary*.
2. From the day of *St. Hilary* in 15 days.
3. On the morrow of the purification of the blessed virgin *Mary*.
4. On the *octave* of the purification of the blessed virgin *Mary*.

*By bill.*

1. On           next after the *octave* of *St. Hilary*.
2. On           next after 15 days from the day of *St. Hilary*.
3. On           next after the morrow of the purification of the blessed virgin *Mary*.
4. On           next after the *octave* of the purification of the blessed virgin *Mary*.

*Easter term contains three weeks and six days, and hath five returns.*

*By original.*

1. From the day of *Easter* in 15 days.
2. From the day of *Easter* in three weeks.
3. From the day of *Easter* in one month.
4. From the day of *Easter* in five weeks.
5. On the morrow of the ascension of our Lord.

*By*

## Of the Terms.

*By bill.*

1. On *Easter.* next after 15 days from the day of
2. On next after three weeks from the day of
3. On next after one month from the day of
4. On next after five weeks from the day of
5. On next after the morrow of the ascen-  
sion of our Lord.

*Trinity term contains 20 days and hath four returns.*

*By original.*

1. On the morrow of the *Holy Trinity.*
2. On the *octave* of the *Holy Trinity.*
3. From the day of the *Holy Trinity* in 15 days.
4. From the day of the *Holy Trinity* in three weeks.

*By bill.*

1. On next after the morrow of the *Holy Trinity.*
2. On next after the *octave* of the *Holy Trinity.*
3. On next after 15 days from the day of the *Holy Trinity.*
4. On next after three weeks from the day of the *Holy Trinity.*





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